



Greater Cleveland  
Regional Transit Authority

1240 West 6th Street  
Cleveland, Ohio 44113-1302  
Phone: 216-566-5100  
riderta.com

## MEETING NOTICE

Notice is hereby given that the following meeting of the Board of Trustees of the Greater Cleveland Regional Transit Authority will take place on **Tuesday, January 21, 2025** in the Board Room of the Authority, 1240 West Sixth Street, Cleveland, OH 44113 for consideration of the listed items and such other items that may properly come before the Board and be acted upon. This meeting will be live streamed on RTA's Board Page [www.RideRTA.com/board](http://www.RideRTA.com/board) via the meeting date for staff and members of the public. Members of the public may attend in person.

The meeting package will be posted on RTA's website at ([www.riderta.com/board](http://www.riderta.com/board)), on RTA's Facebook page, and RTA's Twitter page.

9:00 A.M. RTA Board of Trustees Meeting – agenda attached

*[Faint, illegible text, possibly a signature or stamp]*

India L. Birdsong Terry  
General Manager, Chief Executive Officer

IBT:tab  
Attachment

Scan this QR code to access the meeting schedule, live streams and meeting materials.





## AGENDA

RTA Board of Trustees Meeting

Tuesday, January 21, 2025

9:00 a.m.

1. Call to order
2. Roll Call
3. Certification regarding notice of meeting
4. Approval of the December 17, 2024 Board Meeting minutes
5. Public comments (2 minutes) on **Agenda and Non-Agenda items:**  
***Please state your name and city of residence***
  - a. In person
  - b. Phone: 440-276-4600
  - c. Web form (1 comment limit) Comments will be forwarded to Board and staff
6. Board Governance Committee report
7. Operational Planning & Infrastructure Committee report
  - Chair: Ms. Lauren R. Welch
8. Organizational, Services & Performance Monitoring Committee report
  - Chair: Mayor Anthony D. Biasiotta
9. Audit, Safety Compliance and Real Estate Committee report
  - Chair: Mayor Paul A. Koomar
10. External and Stakeholder Relations and Advocacy Committee report
  - Chair: Rev. Charles P. Lucas
11. Civilian Oversight Committee (COC)
  - Board Liaison: Ms. Lauren R. Welch
12. Community Advisory Committee (CAC)
  - Board Liaison: Ms. Deidre McPherson
13. Ad Hoc Committee reports:
  - Ad Hoc Paratransit Committee – President Charles P. Lucas, Chair
  - Ad Hoc Technology Committee – Mr. Jeffrey W. Sleasman, Chair
14. Introduction of new employees and announcement of promotions

15. Introduction of resolutions:

- A. 2025-1 - Expressing congratulations to the employees of the Greater Cleveland Regional Transit Authority who retired during the fourth quarter of 2024
- B. 2025-2 - Authorizing Contract No. 2024-155 with the Great Lakes Construction Co. for Project 19.64 - W. 65<sup>th</sup> Stairway and Platform Repair in an amount not to exceed \$644,172.50 (RTA Development Fund, Engineering & Project Development Department budget)
- C. 2025-3 - Authorizing Contract No. 2024-141 with Tolar Manufacturing, Inc. for Light Rail Shelter Replacement in an amount not to exceed \$826,750.00 (RTA Development Fund, Programming & Planning Department budget)
- D. 2025-4 - Authorizing Contract No. 2024-146 with Connectpoint, Inc. for the purchase of electronic signage for Light Rail Shelter Replacement in an amount not to exceed \$380,055.00 with an option for the purchase of up to forty-three push-to-talk buttons in an amount not to exceed \$97,610.00, for a total contract amount not to exceed \$477,665.00 (RTA Development Fund, Programming & Planning Department budget)
- E. 2025-5 - Authorizing Contract No. 2024-143 with Northeast Ohio Trenching Service, Inc. for Project No. 18.82B – Light Rail Shelter Replacement (other amenities) in an amount not to exceed \$293,000.00 (RTA Development Fund, Engineering & Project Development Department budget)
- F. 2025-6 - Authorizing Contract No. 2024-222 with Trillium Transportation Fuels, LLC dba trillium CNG to provide Triskett CNG operations and maintenance services for a three-year period in an amount not to exceed \$1,080,000.00 (General Fund, Triskett District budget)
- G. 2025-7 - Authorizing Contract No. 2024-159 with KS Associates, Inc. for project 20.26 – On-Call Surveying Services – Phase 7 in an amount not to exceed \$250,000.00 for a period of 36 months (RTA Capital and/or RTA Development Fund, Engineering & Project Development Department budget)
- H. 2025-8 - Authorizing Contract No. 2024-135 with RGT Services LLC dba the Fowler Company for Project No. 60E – East 120<sup>th</sup> Street Substation Replacement in an amount not to exceed \$7,194,208.00 (RTA Development Fund, Engineering & Project Development Department budget)

- I. 2025-9 - Authorizing Contract No. 2024-196 with Vehicle Maintenance Program for the furnishing of motorcoach filters, as specified and as required, for a period of two years in an amount not to exceed \$124,110.00 (General Fund, Fleet Management Department budget)
- J. 2025-10 - Authorizing Contract No. 2024-158 with Mott MacDonald, LLC for Project 20.14 – On-Call Signal Engineering Services - 2024 in an amount not to exceed \$450,000.00 for a period of 24 months (RTA Capital and/or Development Funds, Engineering & Project Development Department budget)
- K. 2025-11 - Authorizing Contract No. 2024-203 with American Bus & Accessories, Inc. for the purchase and delivery of 17 paratransit coaches, as specified, for a total contract amount not to exceed \$2,553,536.00 (RTA Development Fund, Fleet Management Department budget)
- L. 2025-12 - Authorizing Contract No. 2024-174 with Westward Sales, Inc. for the purchase of mobile routers in an amount not to exceed \$203,940.00 for 60 units and an option to purchase up to 60 additional units at an amount not to exceed \$203,940.00, for a total contract amount not to exceed \$407,880.00 (RTA Development Fund, Information Technology Department budget)
- M. 2025-13 - Authorizing Contract No. 2024-223 with Masabi, LLC to provide fare collection validators in an amount not to exceed \$324,980.00 for 30 car sets and an option to purchase up to 30 additional car sets in an amount not to exceed \$239,400.00, for a total contract amount not to exceed \$564,380.00 (RTA Development Fund, Information Technology Department budget)
- N. 2025-14 - Authorizing Contract No. 2024-212 with Oracle America, Inc. to provide oracle software licenses, maintenance, and support services for a period of one year in an amount not to exceed \$700,586.04 (General Fund, Management Information Services Department budget)
- O. 2025-15 - Authorizing an increase to Contract No. 2023-030 with Suburban Maintenance & Construction, Inc. for Project 62A – Rehabilitation of Track/Platform Bridges over W. 117<sup>th</sup> Street in the amount of \$116,303.23 for a total contract amount of \$8,917,566.09 and reinstating the General Manager, Chief Executive Officer's change order signing authority in its entirety (RTA Development Fund, Engineering & Project Development Department budget)
- P. 2025-16 - Authorizing an increase to Contract No. 2023-155 with the Great Lakes Construction Co. for Project 52N – Tower City East Portal Rehabilitation in the amount of \$98,554.40, for a total contract amount of \$16,309,018.12, and reinstating the General Manager, Chief Executive Officer's change order signing authority in its entirety (RTA Development Fund, Engineering & Project Development Department budget)

- Q. 2025-17 - Authorizing Contract No. 2024-219 with GIRO, Inc. to provide HASTUS software hosting services for a period of one year in an amount not to exceed \$213,744.00 (General Fund, Information Technology Department budget)
- R. 2025-18 - Authorizing Contract No. 2024-221 with Motorola Solutions, Inc. for Motorola radio equipment and software annual maintenance in amounts not to exceed \$114,936.64 for year one, \$120,683.44 for year two, and \$126,717.61 for year three, for a total contract amount not to exceed \$362,337.63 for the three-year period (General Fund, Information Technology Department budget)
- S. 2025-19 - Authorizing Contract No. 2024-165 with Trapeze Software Group, Inc. to provide "PASS" mobile application licensing and implementation services in an amount not to exceed \$170,922.00 (RTA Development Fund, Information Technology Department budget)
- T. 2025-20 - Authorizing the Greater Cleveland Regional Transit Authority to enter into a purchase and sale agreement with Flaherty & Collins Development, LLC, for the proposed sale of a 1.35 acre parcel of real property located at 10300 Detroit Avenue, Cleveland, Ohio
- U. 2025-21 - Contract for sale of 0.0003 acres of land to the City of Twinsburg for the public purpose of highway construction and warranty deed
- V. 2025-22 - Amending the Operating Guidelines for the Community Advisory Committee

16. Secretary-Treasurer's Report:

- a. General Fund Revenue – December 31, 2024 compared to December 31 2023
- b. General Fund Revenue – period ending December 31, 2024 compared to budget
- c. Sales & Use Tax Receipts Report budgeted during 2024 and 2025, actual receipts through December 2024 and through January 2025
- d. Inventory of Treasury Investments as of December 31, 2024
- e. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of December 31, 2024
- f. Summary of Investment Performance, Year to Date through December 31, 2024
- g. Report on Investment Earnings (cash basis) as of December 31, 2024
- h. Composition of Investment Portfolio as of December 31, 2024
- i. Banking and Financial Relationships as of December 31, 2024

17. General Manager's Report

18. President's Report

19. Old Business
20. New Business
21. The next regular Board meeting is scheduled for **February 25, 2025** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live-streamed on RTA's Board page ([www.RideRTA.com/board](http://www.RideRTA.com/board)) by clicking the meeting date. The public is welcome to attend in person.
22. Adjournment

## Minutes

### RTA Board of Trustees Meeting

9:04 a.m. December 17, 2024

**Board Members:** Koomar (Chair), Welch (Vice Chair), Biasiotta, Elder, Love, McPherson, Pacetti, Sleasman, Weiss

**Not present:** Lucas

**Staff:** Biggar, Birdsong Terry, Burney, Caver, Dangelo, Davidson, Feinn, Ferraro, Fields, Flannery, Fleig, Ford-Marshall, Freilich, Garofoli, Hill, Hudson, Jones, Jupina, Kirkland, Miller, Myers, Pierce, Schipper, Sulik, Sullivan, Sutula, Togher, Vukmanic, Weil, Young

**Public:** Gibbons, Hinkle, Loh, Sopko

The meeting was called to order at 9:04 a.m. There were nine (9) Board members present.

It was advised that notice of this meeting had been posted more than twenty-four hours in advance of the meeting, that the usual notification had been given the news media and other interested persons, and that all requirements of the Ohio Revised Code and Rules and Bylaws of this Board regarding notice of meeting had been complied with.

### Minutes

The minutes from the November 19, 2024 Board Meeting and December 3, 2024 Special Board Meeting had been previously distributed and reviewed, and asked whether there were any additions and/or corrections. There were no corrections. It was moved and seconded. The minutes were approved.

### Public Comments – Agenda and Non-Agenda Items

The public comment section has been consolidated to include agenda and non-agenda items.

1. Kevin Hinkle – Cleveland, OH – Kevin suggested RTA put a transit museum in Tower City and will donate items.
2. Airric Stewart – Airric is still having issues with the customer service line and being transferred to the survey. Most of his previous comments are not in the minutes. Airric asked for the responsibilities of the Community Advisory Committee (CAC) but has not received any responses from the CAC.

Mayor Koomar added that the phone survey is random. Staff will take a look at his previous comments.

3. Isaac Shimsky-Agosto – Cleveland, OH (webform) – I would like to express my support for bus lanes on West 25th Street, in Ohio City. That stretch would greatly benefit from bus lanes. Buses are often slowed by the amount of traffic on that stretch. Additionally, given the amount of bus lines that use that stretch of West 25th, it would be some of the most valuable bus lanes that could be installed in the county. I hope that RTA will work with the city to install the maximum possible length of bus lanes in Ohio City.
4. Lisa Buffo – Cleveland, OH (webform) - I saw report that the Cleveland Clinic is looking to build a \$100M parking garage. I am a Cleveland resident who recently attended a local transit

advocacy meeting where a thorough proposal was put forth regarding adding 2 miles to the blue line from Shaker Square to the Clinic/University Circle. I am curious if this is something RTA has studied or would consider looking into and if there is any communication with the Clinic to contribute those dollars towards transit versus a garage.

5. Chris Martin – Cleveland, OH (webform) - I remain eager to hear from the Board of Trustees on the subject of what their plan is to close the operator shortage, expand service in compliance with their strategic plan, and avoid the agency's looming fiscal cliff.
6. Denise Clinton-Alex – Cleveland, OH (webform) - I would like to know when the next board meeting is for January 2025.

The 2025 schedule was emailed to Denise after the meeting.

7. Loh – Operator training needs to be strengthened to improve staffing. Wi-Fi is not working everywhere and resulting in real time information delays. NOBLE surveyed Paratransit customers and presented to the CAC. Loh suggested the results be shared with the Board.

#### Committee Reports

The Civilian Oversight Committee meets tonight at 5 p.m.

#### Introduction of New Employees/Promotions

Ms. Marshall introduced the new employees and promotions. There were 39 new hires and 6 promotions. The year ended with 534 total new hires. Eighty-four operators are currently in training. The current operator deficit is at 45. Up to 90 contingent job offers were made at a recent operator career fair. The deficit this time last year was 157.

#### Executive Session Requested

9:19 a.m. - It was moved by Mayor Koomar, seconded by Mayor Biasiotta to go into executive session to review the negotiations concerning the compensation/terms and conditions of employment for GCRTA's (union) employees. There were nine (9) ayes and none opposed.

9:41 a.m. - It was moved by Mayor Koomar, seconded by Mayor Weiss to come out of executive session. There were nine (9) ayes and none opposed.

#### Introduction of Resolutions

- A. 2024-94 - Authorizing Contract No. 2024-100 with Burns Engineering, Inc. for Project 19.88 – Engineering Services for Light Rail Fiber Optic Design in an amount not to exceed \$1,026,609.82 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Ms. Welch, seconded by Mr. Sleasman. A roll call was requested. There were eight (8) ayes and one (1) abstention from Mayor Weiss. It passed.
- B. 2024-95 - Authorizing Contract No. 2024-104 with Computer Aid, Inc. for robotic process automation software in an amount not to exceed \$290,139.87. for a three-year period (General Fund, Management Information Services Department budget), the adoption of which was moved by Mayor Koomar, seconded by Mr. Love and approved by unanimous vote.



- C. 2024-96 - Authorizing Contract No. 2024-117 with Reworld Tron Corporation to provide hazardous and non-hazardous waste services in an amount not to exceed \$746,640.00 for a period of three years and in amounts not to exceed \$264,940.00 and \$279,920.00 for each option year, respectively, for a total five-year contract amount not to exceed \$1,291,500.00 (General Fund, Safety Department budget), the adoption of which was moved by Mr. Sleasman, seconded by Ms. Elder and approved by unanimous vote.
- D. 2024-97 - Authorizing Contract No. 2024-121 with WSP USA, Inc. to provide additional engineering services for Project 23V4 engineering services for the reconstruction of Shaker Junction and Shaker Square grade crossings in an amount not to exceed \$155,044.25 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. McPherson and approved by unanimous vote.
- E. 2024-98 - Authorizing Contract No. 2024-151 with RGT Services LLC dba the Fowler Company for E. 55<sup>th</sup> (Substation 11) rectifier transformer replacement in an amount not to exceed \$697,320.00 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Ms. Welch, seconded by Ms. Pacetti and approved by unanimously vote.
- F. 2024-99 - Authorizing Contract No. 2024-169 with Lytx, Inc. to provide driver behavior performance monitoring system services in an amount not to exceed \$184,352.00 per year for five years, for a total contract amount not to exceed \$921,760.00 (General Fund, Information Technology Department budget), the adoption of which was moved by Mayor Koomar, seconded by Mayor Weiss and approved by unanimous vote.
- G. 2024-100 - Authorizing Contract No. 2024-177 with Westward Sales, Inc. to purchase external 7-1 antennas with cable sets in an amount not to exceed \$76,435.80 for 60 units and an option to purchase up to 60 additional units at an amount not to exceed \$76,435.80, for a total contract amount not to exceed \$152,871.60 (RTA Development Fund, Information Technology Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. Welch and approved by unanimous vote.
- H. 2024-101 - Authorizing Contract No. 2024-178 with Huber + Suhner, Inc. to provide wi-fi antennas, access points, cabling, and a three-year support agreement in an amount not to exceed \$149,290.50 for 30 units, and an option to purchase up to 30 additional wi-fi antennas, access points, cabling, and a three-year support agreement at an amount not to exceed \$149,290.50, for a total contract amount not to exceed \$298,581.00 (RTA Development Fund, Information Technology Department budget), the adoption of which was moved by Ms. Welch, seconded by Mayor Weiss and approved by unanimous vote.
- I. 2024-102 - Authorizing Contract No. 2024-181 with Malor & Company, Inc. to provide 8 port network switches in an amount not to exceed \$224,986.20 for 60 units, and an option to purchase up to 60 additional units at an amount not to exceed \$149,986.20, for a total contract amount not to exceed \$374,972.40 (RTA Development Fund, Information Technology Department budget), the adoption of which was moved by Mayor Koomar, seconded by Mr. Love and approved by unanimous votes.
- J. 2024-103 - Authorizing Contract No. 2024-189 with Transpro Consulting to provide performance management services in an amount not to exceed \$81,930.00 for a period of one year and in an amount not to exceed \$51,449.00 for one option year, for

a total contract amount not to exceed \$133,379.00 (General Fund, Executive Department budget), the adoption of which was moved by Ms. Welch, seconded by Ms. Pacetti and approved by unanimous vote.

Ms. Terry added that this will bolster the customer experience and performance management. This contract has reduced dramatically in cost compared to previous years due to regaining control over metrics and warehousing of information.

- K. 2024-104 - Authorizing Contract No. 2024-190 with Freshworks, Inc. to provide freshservice enterprise service management solutions for a period of one year in an amount not to exceed \$115,980.00 (General Fund, Information Technology Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. Elder and approved by unanimous vote.
- L. 2024-105 - Authorizing Contract No. 2024-207 with Trapeze Software Group, Inc., dba Vontas for Computer Aided Dispatch and Automated Vehicle Locator ("CAD/AVL") equipment and services for railcar replacement owner furnished equipment in an amount not to exceed \$704,079.00 for the base thirty car sets, and in amounts not to exceed \$378,006.00 and \$252,004.00 for two options up to an additional eighteen car sets and twelve car sets, respectively, for a total contract amount not to exceed \$1,334,089.00 (RTA Development Fund, Information Technology Department budget), the adoption of which was moved by Mayor Koomar, seconded by Mayor Weiss and approved by unanimous vote.
- M. 2024-106 - Authorizing Contract No. 2024-208 with Motorola Solutions, Inc. for mobile radio communications equipment for railcar owner furnished equipment and services in an amount not to exceed \$211,364.40 for the base thirty car sets, and in amounts not to exceed \$126,818.64 and \$111,527.64 for two options up to an additional eighteen car sets and twelve car sets, respectively, for a total contract amount not to exceed \$449,710.68 (RTA Development Fund, Information Technology Department budget), the adoption of which was moved by Mayor Weiss, seconded by Ms. Welch and approved by unanimous vote.
- N. 2024-107 - Making appropriations for the current expenses and other expenditures for the Greater Cleveland Regional Transit Authority during Fiscal Year 2025, the adoption of which was moved by Mayor Weiss, seconded by Ms. McPherson and approved by unanimous vote.

Mr. Love asked for more information moving forward about providing sustainability around revenue stabilization.

- O. 2024-108 - Authorizing the purchase of property insurance from Liberty Mutual and Evanston Insurance Company, through Aon Risk Services Northeast, Inc., for a period of twelve (12) months for a total contract amount not to exceed \$1,512,321.00 (General Fund, Risk Management Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. Elder and approved by unanimous vote.
- P. 2024-109 - First amendment to lease agreement for construction access to the track and platform bridges over West 117<sup>th</sup> Street in an amount not to exceed \$20,000.00 (RTA Development Fund - Engineering & Project Development Department budget), the adoption of which was moved by Mr. Love, seconded by Mayor Biasiotta and approved by unanimous vote.

Mr. Sleasman asked for a future update on discussions with Norfolk Southern about the delay in getting this project done and the additional dollars needed due to the delays.

- Q. 2024-110 - Approval of the Authority's 2025 Public Transportation Agency Safety Plan ("PTASP"), the adoption of which was moved by Mayor Koomar, seconded by Mr. Sleasman and approved by unanimous vote.

#### Secretary-Treasurer's Report

Kay Sutula, Director of Office of Management & Budget presented in the absence of Rajan D. Gautam, Deputy General Manager of Finance and Secretary-Treasurer gave the report.

The annual inflation rate rose to a high of 9.1% in 2022. As of the end of November it is down to 2.7%. The Federal Open Market Committee (FOMC) has reduced interest rates to 4.75% in November. They meet today and tomorrow. Ridership through November is 22.9 million rides. That is 11.1% above 2023. Passenger fares YTD are \$30.6 million, or 22% above 2023. November fare revenue was 43.4% above 2023 mainly due to timing issues with the student fare cards and U-Pass.

December sales tax is not in yet. November 2024 receipts are from August 2024 due to the 3-month lag. In August we had the expanded sales tax holiday. Fourteen of the 23 categories were positive in November compared to November 2023. After the December 1, 2024 principle payment and interest payment, our outstanding debt went down from \$30.3 million at the beginning of the year to \$22.3 million.

Total Long-Term Debt – 12/01/2024	\$22.3 million
Average Investment Yield – YTD	4.46%
Cash and Investments	
Unrestricted (General Fund)	\$25.3 million
Restricted	333.1 million
TOTAL CASH AND INVESTMENTS	358.4 million

#### General Manager, CEO Report

India L. Birdsong Terry, General Manager, CEO gave the report. The Quarterly Management Report for the 3<sup>rd</sup> Quarter is usually presented in November. It is being presented today. The General Fund report for the 3<sup>rd</sup> quarter is as follows:

Total Revenues are 2.9% higher than budget. Passenger Fares are 18.3% higher. Sales & Use Tax are 1.7% lower. Reimbursed Expenditures are 229.7% higher. We received refunds for Fuel, PM, Labor, and other miscellaneous receipts. For the Revenue Stabilization Fund, \$20.4 million was transferred and \$9.6 million will be transferred in December. Operating Expenses are 3.4% higher than budget. Total personnel costs are 4.6% higher than budget. Payroll taxes & fringes are 11.3% higher than budget. Essential positions and previously approved positions are being hired. Fuel hedging & utility contracts continue to help stabilize expenses. Purchased Transportation is 46.5% higher than budget. This number is higher due to the aging community.

Transfers to Other Funds/Reserve Fund include \$10 million in Rolling Stock Reserve with \$878,615 for the 27<sup>th</sup> Pay. There will be a reduction in the rolling stock reserve as the rail car project proceeds.

The Insurance Fund is \$2.5 million. Total Transfer to Capital includes the Bond Retirement Fund for \$6.2 million. Capital Improvement Fund transferred \$10.4 million. Remaining transfers will be completed by year-end. Capital Expenditures by category show \$12.9 million for the Rail Car Replacement Program. Facilities Improvements at \$4.7 million and \$2.9 million for Rail Projects.

The Public Transportation Agency Safety Plan (PTASP) was signed by Ms. Terry and ATU Local 268 President Clarence King. A collaborative team meets monthly to discuss the document. Ms. Terry visited each district and the Main Office to provide a State of GCRTA and answered employee's questions. Nick Biggar was promoted to Senior Director of Customer Experience & Performance Management. He's been at RTA for 14 years. His last position was at Hayden District as their Director. He will report directly to Ms. Terry in this new position. Mr. Biggar added that his work will revolve around customer pain points and seeking improvements by listening to the customers. Two additional staffers will join his team.

RTA held a Media Day December 12 to update them on projects, initiatives and mission of Connecting the Community. Topics included the Railcar Replacement Program, MetroHealth BRT and E. 79<sup>th</sup> Street Station projects, workforce development, safety and security along with Q&A. A dozen media representatives were in attendance. Several media outlets posted stories on the event.

#### President's Report

There will be some railcar items on the upcoming January 2025 schedule. Mayor Koomar asks Board members to block out 9 a.m. – 11:30 a.m. for meetings to have enough members to vote. Mayor Marie Gallo of Parma Heights was elected to the RTA Board. Her term begins in March 2025. She will replace Mayor Biasiotta who has been on the Board since March 2022. He will be missed. Mayor Koomar will work with Ms. Terry to review the 2025 Conference schedule in support of the budget.

#### Upcoming Meetings

The next regular Board meeting is scheduled for **Tuesday, January 21, 2025** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live streamed on RTA's Board page ([www.RideRTA.com/board](http://www.RideRTA.com/board)) by selecting the meeting date. The public is welcome to attend in person.

The meeting was adjourned at 10:15 a.m.

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer

RESOLUTION NO. 2025-1

EXPRESSING CONGRATULATIONS TO THE EMPLOYEES OF THE  
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY WHO RETIRED  
DURING THE FOURTH QUARTER OF 2024

WHEREAS, the following employees retired from the Greater Cleveland Regional Transit Authority during the fourth quarter of 2024 after numerous years of dedicated public service:

<u>Name</u>	<u>Title</u>	<u>Work Location</u>
Leonard Brown	Bus Operator	Hayden
Randall Hunter	Bus Operator	Hayden
Chara Stanley	Bus Operator	Hayden
Henry E. Hill Jr.	Bus Operator	Triskett
Nelson Johnson	Bus Operator	Triskett
Vanessa Watkins	Bus Operator	Triskett
Kenneth L. Williams Sr.	Paratransit Operator	Paratransit
Raymond Rox	Service Quality Supervisor I	Main Office
Peter Lariccia	Electronics Technician	Central Rail Maint.
Nancy A. Boberek	Database Analyst	Main Office
Kathryn J. Porcella	Manager – Claims	Main Office
Glen Marzette	Manager - Equipment	Hayden
Linda Marie Braschwitz	Workers' Comp Clerk	Main Office
Augustine P. Banks	Workers' Comp & Disability Claims Examiner	Main Office

WHEREAS, these retirees faithfully gave of their skills, time and talents to provide high quality public transportation to the community; and

WHEREAS, these retirees did much to contribute to the quality of life in Greater Cleveland by providing much-needed public transit service and protecting our valuable environment; and

WHEREAS, the retirees' outstanding diligence in the performance of their jobs was of immeasurable value to both riders and residents of Cuyahoga County; and

WHEREAS, these retirees represent hundreds of years of invaluable public transit experience, and they will be missed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the sincere congratulations and gratitude of the Board of Trustees is hereby extended to each of the above-named employees on the occasion of their retirement from the Greater Cleveland Regional Transit Authority.

Section 2. That the members of the Board of Trustees offer their best wishes to the retirees for continued success and happiness, which they so richly deserve.

Section 3. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT: PROJECT 19.64 - W. 65<sup>th</sup> STAIRWAY AND PLATFORM REPAIRS</b>  <b>VENDOR: THE GREAT LAKES CONSTRUCTION CO.</b>  <b>AMOUNT: \$644,172.50</b>	<b>Resolution No.:</b> 2025-2
	<b>Date:</b> January 16, 2025
	<b>Initiator: Engineering &amp; Project Development Department</b>
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for Project 19.64 - W. 65<sup>th</sup> Stairway and Platform Repairs.
- 2.0 **DESCRIPTION/JUSTIFICATION:** This project involves dismantling and replacing the pedestrian staircase on W. 65<sup>th</sup> St., as well as the concrete deck slab. Additionally, it encompasses the removal and replacement of the electrical and communication conduits at the W. 65<sup>th</sup> St. Rapid Station, located at 6100 Lawn Ave., Cleveland, Ohio.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids was posted on the Authority's Procurement website and advertised in the local newspapers. Seventeen (17) interested parties, including potential subcontractors, downloaded the solicitation package. Two (2) bids were received and opened on November 14, 2024. The bids are as follows:

Company Name	Total Base Bid
The Great Lakes Construction Co.	\$644,172.50
Schirmer Construction LLC	\$1,147,000.00

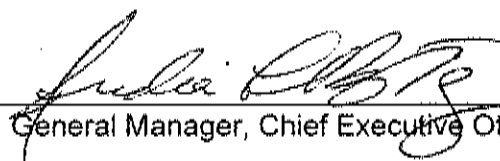
The basis of award is the lowest responsive bid from a responsible bidder for the total base bid. The Great Lakes Construction Co. was determined to be a responsible bidder. The total base bid price of \$644,172.50 from The Great Lakes Construction Co. is 10% above the project estimate of \$585,612.30.

A price analysis has been performed, and the bid from The Great Lakes Construction Co. has been determined by the Procurement Department to be fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/ DBE BACKGROUND:** All Affirmative Action requirements have been met. A 10% DBE participation goal was established for this procurement. The Great Lakes Construction Co. has committed to meeting the DBE goal through the utilization of the following firms: Denise's Flaggging and Construction Services, Inc. (African American female-owned) in the amount of \$32,480.00, All Contractors Supply LLC (Caucasian female-owned) in the amount of \$29,000.00 (\$17,520 x 60%), Key Cable and Supply Co., Inc. (Caucasian female-owned) in the amount of \$22,718.17 (\$13,631 x 60%), and Rockport Ready Mix (Caucasian female-owned) in the amount of \$788.00 (\$472.80 x 60%) for a total DBE participation of \$64,103.80 or 10%.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2018-027 in an amount not to exceed \$579,185.50, Capital Grant OH-2020-044-307 in an amount not to exceed \$58,560.20, and local funds in the amount not to exceed \$6,426.80, for a total contract amount not to exceed \$644,172.50 (\$510,196.56 in federal funds, which represents 79% of total cost).
- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid will prevent the Authority from replacing the pedestrian access point to the W. 65<sup>th</sup> St. Rapid Station which is necessary to protect user safety.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the January 7, 2025 Operational Planning and Infrastructure Committee meeting. It is recommended that the bid from The Great Lakes Construction Co. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-2

AUTHORIZING CONTRACT NO. 2024-155 WITH THE GREAT LAKES CONSTRUCTION CO. FOR PROJECT 19.64 - W. 65<sup>TH</sup> STAIRWAY AND PLATFORM REPAIR IN AN AMOUNT NOT TO EXCEED \$644,172.50 (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") deems it necessary to dismantle and replace the pedestrian staircase on W. 65th St. as well as the concrete deck slab; and

WHEREAS, in addition, the Authority deems it necessary to remove and replace the electrical and communication conduits at the W. 65th St. Rapid Station, located at 6100 Lawn Ave., Cleveland, Ohio; and

WHEREAS, the bid from The Great Lakes Construction Co., located at 2608 Great Lakes Way, Hinckley, Ohio 44233, was received on November 14, 2024 in an amount not to exceed \$644,172.50; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid from The Great Lakes Construction Co. to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the bid from The Great Lakes Construction Co. for Project 19.64 - W. 65<sup>th</sup> Stairway and Platform Repair be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with The Great Lakes Construction Co. for the removal and replacement of pedestrian staircase and the concrete deck slab at the W. 65<sup>th</sup> St. Rapid Station.

Section 3. This procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2018-027 in an amount not to exceed \$579,185.50, Capital Grant OH-2020-044-307 in an amount not to exceed \$58,560.20, and local funds in the amount not to exceed \$6,426.80, for a total contract amount not to exceed \$644,172.50 (\$510,196.56 in federal funds, which represents 79% of total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that The Great Lakes Construction Co. will attempt to exceed the 10% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer





<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> LIGHT RAIL SHELTER REPLACEMENT  <b>VENDOR:</b> TOLAR MANUFACTURING, INC.  <b>AMOUNT:</b> NOT TO EXCEED \$826,750.00	<b>Resolution No.:</b> 2025-3
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Programming & Planning Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide replacement shelters at light rail stations and connecting bus stops.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority's primary focus for the Light Rail Shelter Replacement Project ("Project") is to increase ridership by improving comfort, convenience, and service image by providing new shelters, lighting, informational signage, seating, bicycle parking, and enhanced landscaping. This contract will include thirty-six replacement shelters for light rail stations and connecting bus stops along the Blue and Green Lines. Thirty-one shelters will be custom designed, and five shelters will match current shelter upgrades. The custom designed shelters will utilize Authority standard glass panels. Installation is not included in this contract. Two additional procurements, for electronic signage and general construction, will support the Project.
  
- 3.0 **PROCUREMENT BACKGROUND:** The Request for Proposals was posted on the Authority's Procurement website and advertised in local newspapers. Twelve interested parties, including potential subcontractors, downloaded the solicitation package. Two proposals were received on October 30, 2024. After an initial evaluation by a panel of Authority employees, both proposers were selected to be interviewed.  
  
 Each proposer was asked to submit a best and final offer following their interview. Best and final offers were reviewed by a panel of Authority employees in accordance with established Procurement Department policies and procedures. After negotiations, the proposal from Tolar Manufacturing, Inc. in a total contract amount not to exceed \$826,750.00 was determined to be the most advantageous proposal to the Authority with price and all other factors considered.
  
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
  
- 5.0 **POLICY IMPACT:** Does not apply.
  
- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the RTA Development Fund, Programming & Planning Department budget, including but not limited to Capital Grant OH-2024-030-001, in an amount not to exceed \$826,750.00 (\$661,400.00 in federal funds, which represents 80% of total cost).

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would delay the Authority's ability to improve the customer experience by updating shelters and amenities along the Blue and Green Lines.
- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the January 7, 2025 Operational, Planning and Infrastructure Committee meeting. It is recommended that the offer of Tolar Manufacturing, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-3

AUTHORIZING CONTRACT NO. 2024-141 WITH TOLAR MANUFACTURING, INC. FOR LIGHT RAIL SHELTER REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$826,750.00 (RTA DEVELOPMENT FUND, PROGRAMMING & PLANNING DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has taken steps to improve the customer experience for light rail customers; and

WHEREAS, the Authority has identified a need for updated shelters and amenities along the Blue and Green Lines; and

WHEREAS, the proposal from Tolar Manufacturing, Inc., located at 258 Mariah Circle, Corona, California 92879, to provide replacement shelters was received on December 30, 2024; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer from Tolar Manufacturing, Inc., as negotiated, to provide replacement shelters in an amount not to exceed \$826,750.00 to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer from Tolar Manufacturing, Inc. for the Light Rail Shelter Replacement project be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Tolar Manufacturing, Inc. to provide said services.

Section 3. That said contract will be funded through the RTA Development Fund, Programming & Planning Department budget, including but not limited to Capital Grant OH-2024-030-001, in a total amount not to exceed \$826,750.00 (\$661,400.00 in federal funds, which represents 80% of total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Authority's Board of Trustees expects that Tolar Manufacturing, Inc. will attempt to exceed the 0% DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_

Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT: ELECTRONIC SIGNAGE FOR LIGHT RAIL SHELTER REPLACEMENT</b>  <b>VENDOR: CONNECTPOINT, INC.</b>  <b>AMOUNT: NOT TO EXCEED \$380,055.00 FOR THE BASE CONTRACT WITH AN OPTION FOR UP TO FORTY-THREE (43) PUSH-TO-TALK BUTTONS IN AN AMOUNT NOT TO EXCEED \$97,610.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$477,665.00</b>	<b>Resolution No.:</b> 2025-4
	<b>Date:</b> January 16, 2025
	<b>Initiator: Programming &amp; Planning Department</b>
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide electronic signage to be installed at light rail stations and connecting bus stops.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority's primary focus for the Electronic Signage for Light Rail Shelter Replacement Project ("Project") is to increase ridership by improving comfort, convenience, and service image through new shelters, lighting, informational signage, seating, bicycle parking, and enhanced landscaping. This contract will include forty-two electronic paper ("e-paper") signs displaying real-time arrival estimates and route information and alerts, as well as a five-year service package. The contract also includes an option to purchase up to forty-three push-to-talk buttons to be installed at light rail stations and connecting bus stops along the Blue and Green Lines. Two additional procurements, for replacement shelters and general construction, will support the Project.
  
- 3.0 **PROCUREMENT BACKGROUND:** The Request for Proposals was posted on the Authority's Procurement website and advertised in local newspapers. Fifteen interested parties, including potential subcontractors, downloaded the solicitation package. Two proposals were received on November 1, 2024. After an initial evaluation by a panel of Authority employees, both proposers were selected to be interviewed.  
  
 Each proposer was asked to submit a best and final offer following their interview. Best and final offers were reviewed by a panel of Authority employees in accordance with established Procurement Department policies and procedures. After negotiations, the proposal from Connectpoint, Inc. in a total contract amount not to exceed \$380,055.00 with an option to purchase up to forty-three push-to-talk buttons in an amount not to exceed \$97,610.00, for a total contract amount not to exceed \$477,665.00, was determined to be the most advantageous proposal to the Authority with price and all other factors considered.
  
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
  
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the RTA Development Fund, Programming & Planning Department budget, including but not limit to Capital Grants OH-2023-042-307 in an amount not to exceed \$300,000.00 and OH-2024-011-307 in an amount not to exceed \$80,055.00, for a total contract amount not to exceed \$380,055.00 with an option for the purchase of up to forty-three push-to-talk buttons, including but not limited to Capital Grant OH-2024-011-307 in an amount not to exceed \$97,610.00, for a total contract amount not to exceed \$477,665.00 (\$382,132.00 in federal funds which represents 80% of the total cost).
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would delay the Authority's ability to improve the customer experience by providing real-time arrival signage at stops along the Blue and Green Lines.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the January 7, 2025 Operational, Planning and Infrastructure Committee meeting. It is recommended that the offer from Connectpoint, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-4

AUTHORIZING CONTRACT NO. 2024-146 WITH CONNECTPOINT, INC. FOR THE PURCHASE OF ELECTRONIC SIGNAGE FOR LIGHT RAIL SHELTER REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$380,055.00 WITH AN OPTION FOR THE PURCHASE OF UP TO FORTY-THREE PUSH-TO-TALK BUTTONS IN AN AMOUNT NOT TO EXCEED \$97,610.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$477,665.00 (RTA DEVELOPMENT FUND, PROGRAMMING & PLANNING DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has taken steps to improve the customer experience for light rail customers; and

WHEREAS, the Authority has identified a need for updated shelters and amenities, including electronic signage with real-time information, along the Blue and Green Lines; and

WHEREAS, the proposal from Connectpoint, Inc., located at 175 Cremona Drive, Suite 160, Goleta, California 93117, to provide electronic signage with real-time information and a five-year service agreement was received on December 23, 2024; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer from Connectpoint, Inc., as negotiated, to provide electronic signage and a five-year service package for an amount not to exceed \$380,055.00 with an option to purchase up to forty-three push-to-talk buttons in an amount not to exceed \$97,610.00, for a total amount not to exceed \$477,665.00, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer from Connectpoint, Inc. to provide Electronic Signage for Light Rail Shelter Replacement be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Connectpoint, Inc. to provide electronic signage and a five-year service package, and she is also authorized to exercise the option to purchase push-to-talk buttons.

Section 3. That said contract will be funded through the RTA Development Fund, Programming & Planning Department budget, including but not limit to Capital Grants OH-2023-042-307 in an amount not to exceed \$300,000.00 and OH-2024-011-307 in an amount not to exceed \$80,055.00, for a total contract amount not to exceed \$380,055.00 with an option to purchase up to forty-three push-to-talk buttons, including but not limited to Capital Grant OH-2024-011-307 in an amount not to exceed \$97,610.00, for a total amount not to exceed \$477,665.00 (\$382,132.00 in federal funds which represents 80% of the total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Authority's Board of Trustees expects that Connectpoint, Inc. will attempt to exceed the 0% DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> PROJECT NO. 18.82B – LIGHT RAIL SHELTER REPLACEMENT (OTHER AMENITIES)  <b>VENDOR:</b> NORTHEAST OHIO TRENCHING SERVICE, INC.  <b>AMOUNT:</b> \$293,000.00	<b>Resolution No.:</b> 2025-5
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Engineering & Project Development Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to perform construction services for Project 18.82B - Light Rail Shelter Replacement (Other Amenities).
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has the need to enhance the light rail shelters along the Blue and Green Lines. This work involves the furnishing of site amenities at these stations, the installation of new concrete slabs, and installation of solar lighting and solar signage. In addition, this project includes the delivery of, but not installation of, bike racks and trash cans.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids was posted on the Authority's Procurement website and advertised in the local newspapers. Fifteen (15) interested parties, including potential subcontractors, downloaded the solicitation package. Four (4) bids were received and opened on November 6, 2024, as follows:

Company Name	Total Base Bid
Northeast Ohio Trenching Service, Inc.	\$293,000.00
Hatzel & Buehler, Inc.	\$333,820.00
Apex Construction & Management Co., Inc.	\$356,900.00
Perk Company, Inc.	\$368,165.00

The basis of award is the lowest responsive and responsible bid for the total base bid. The total base bid price of \$293,000.00 from Northeast Ohio Trenching Service, Inc. is 12.54% less than the Engineer's Estimate of \$335,000.00.

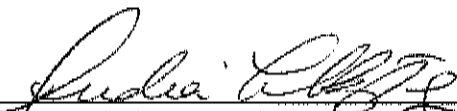
A price analysis has been performed, and the bid from Northeast Ohio Trenching Service, Inc. has been determined by the Procurement Department to be fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/ DBE BACKGROUND:** All Affirmative Action requirements have been met. A 15% DBE goal was established for this procurement. Northeast Ohio Trenching Service, Inc. submitted good faith efforts documentation for the failure to achieve the DBE participation goal. The Office of Business Development determined that the information was sufficient for contract award.
- 5.0 **POLICY IMPACT:** Does not apply.



- 6.0 **ECONOMIC IMPACT:** This contract shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grants OH-2024-011-307 and OH-2024-030-01, in an amount not to exceed \$293,000.00 (\$234,400.00 in federal funds, which represents 80% of total cost).
- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid will prevent the Authority from enhancing the shelters along the Light Rail.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the January 7, 2025 Operational Planning and Infrastructure Committee meeting. It is recommended that the bid from Northeast Ohio Trenching Service, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-5

AUTHORIZING CONTRACT NO. 2024-143 WITH NORTHEAST OHIO TRENCHING SERVICE, INC. FOR PROJECT NO. 18.82B – LIGHT RAIL SHELTER REPLACEMENT (OTHER AMENITIES) IN AN AMOUNT NOT TO EXCEED \$293,000.00 (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority (“Authority”) deems it necessary to acquire construction services for Project 18.82B – Light Rail Shelter Replacement (Other Amenities); and

WHEREAS, on November 6, 2024, Northeast Ohio Trenching Service, Inc., located at 17900 Miles Road, Warrensville Heights, Ohio 44128, submitted a total base bid in an amount not to exceed \$293,000.00; and

WHEREAS, the Authority’s General Manager, Chief Executive Officer deems the bid from Northeast Ohio Trenching Service, Inc. to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the total base bid from Northeast Ohio Trenching Service, Inc. for Project No. 18.82B – Light Rail Shelter Replacement (Other Amenities) be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Northeast Ohio Trenching Service, Inc. for Project No. 18.82B – Light Rail Shelter Replacement (Other Amenities).

Section 3. That said contract shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grants OH-2024-011-307 and OH-2024-030-01, in an amount not to exceed \$293,000.00 (\$234,400.00 in federal funds, which represents 80% of total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Authority’s Board of Trustees expects that Northeast Ohio Trenching Service, Inc. will attempt to exceed the 15% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: TRISKETT CNG OPERATIONS AND MAINTENANCE SERVICES		Resolution No.: 2025-6
VENDOR: TRILLIUM TRANSPORTATION FUELS, LLC DBA TRILLIUM CNG		Date: January 16, 2025
AMOUNT: NOT TO EXCEED \$1,080,000.00 FOR A THREE-YEAR PERIOD		Initiator: Triskett District
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

1.0 PURPOSE/SCOPE: This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into an agreement for compressed natural gas ("CNG") operations and maintenance ("O&M") services at the Authority's Triskett bus district ("Triskett") for a period of three years.

2.0 DESCRIPTION/JUSTIFICATION: The Triskett fueling station was installed in late 2020. The original agreement included a three-year O&M service agreement which began in early 2022. Triskett's total fleet is comprised of approximately 136 coaches, of which 63 are fueled by CNG. The remaining diesel coaches will eventually be replaced with CNG coaches as they reach their useful life. Renewal of the O&M service agreement is critical for the fueling station to operate without service interruptions because the fueling station must be readily available 24/7 in order to fuel Triskett's CNG bus fleet and maintain service levels.

3.0 PROCUREMENT BACKGROUND: This non-competitive contract is exempt from competitive procedures, as authorized under R.C. 306.43(H)(6). Trillium Transportation Fuels, LLC dba Trillium CNG is the original installer and O&M service provider for the CNG fueling station at Triskett. The system is monitored and operated by the programmable logic controller ("PLC"). The PLC is a computer that receives and processes data through its inputs and sends operating instructions through its outputs to control and manage the system's internal logic functions. The system's equipment, including the PLC, requires continuous maintenance services and upgrades to continue reliable functionality. The proprietary nature of the fueling station equipment, including the PLC, precludes competition, as changing service providers would result in additional equipment needs and costs, as well as service interruptions which would impede Triskett's ability to fuel its CNG buses.

The Procurement Department requested a proposal from Trillium Transportation Fuels, LLC dba Trillium CNG on December 18, 2024. The proposal was reviewed by representatives from Accounting, Operations and Procurement departments for adherence to the technical requirements.

A cost analysis was performed, and the Procurement Department determined the negotiated rates to be fair and reasonable to the Authority.

4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.

5.0 POLICY IMPACT: Does not apply.

- 6.0 **ECONOMIC IMPACT:** This contract will be funded through the General Fund, Triskett District Department budget, in an amount not to exceed \$1,080,000.00 for a three-year period.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would cause a lapse in the continued operations & maintenance of the Triskett CNG fueling station. This lapse would place the station at risk for breakdowns, impacting the Authority's ability to fuel its CNG buses and provide service to customers.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the January 7, 2025 Organizational, Services & Performance Monitoring committee meeting. It is recommended that the offer from Trillium Transportation Fuels, LLC dba Trillium CNG, as negotiated, be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-6

AUTHORIZING CONTRACT NO. 2024-222 WITH TRILLIUM TRANSPORTATION FUELS, LLC DBA TRILLIUM CNG TO PROVIDE TRISKETT CNG OPERATIONS AND MAINTENANCE SERVICES FOR A THREE-YEAR PERIOD IN AN AMOUNT NOT TO EXCEED \$1,080,000.00 (GENERAL FUND, TRISKETT DISTRICT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has an ongoing requirement for compressed natural gas ("CNG") operations and maintenance ("O&M") services at its Triskett bus district ("Triskett") garage to ensure its CNG fueling station remains operational; and

WHEREAS, Triskett currently utilizes Trillium Transportation Fuels, LLC dba Trillium CNG for the O&M of its CNG fueling station; and

WHEREAS, Trillium Transportation Fuels, LLC dba Trillium CNG is the original installer of equipment and original provider of O&M services for the Triskett CNG fueling station; and

WHEREAS, Trillium Transportation Fuels LLC, dba Trillium CNG developed and utilizes a proprietary programmable logic controller ("PLC") for the servicing and operation of the Triskett CNG fueling station; and

WHEREAS, R.C. 306.43(H)(6) provides that competitive procedures are not required when the purchase substantially involves services of a personal, professional, highly technical, or scientific nature, including but not limited to the services of an attorney, physician, surveyor, appraiser, investigator, court reporter, adjuster, advertising consultant, or licensed broker, or involves the special skills or proprietary knowledge required for the servicing of specialized equipment owned by the regional transit authority; and

WHEREAS, the offer from Trillium Transportation Fuels, LLC dba Trillium CNG, with an office located at 2929 Allen Parkway, Suite 4100, Houston, Texas 77019, to provide O&M services for the Authority's Triskett CNG fueling station in a total contract amount not to exceed \$1,080,000.00 for a three-year period was received on December 30, 2024; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Trillium Transportation Fuels, LLC dba Trillium CNG, as negotiated, to provide O&M services for the Authority's Triskett CNG fueling station to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer from Trillium Transportation Fuels, LLC dba Trillium CNG, as negotiated, to provide O&M services for the Authority's Triskett CNG fueling station for a three-year period be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Trillium Transportation Fuels, LLC dba Trillium CNG to provide operations and maintenance services for the Authority's Triskett CNG fueling station for a three-year period.

Section 3. That said contract will be funded through the General Fund, Triskett District Department budget, in a total contract amount not to exceed \$1,080,000.00 for a three-year period.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor with the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Authority's Board of Trustees expects that Trillium Transportation Fuels, LLC dba Trillium CNG will attempt to exceed the 0% DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> PROJECT 20.26 – ON-CALL SURVEYING SERVICES – PHASE 7  <b>VENDOR:</b> KS ASSOCIATES, INC.  <b>AMOUNT:</b> NOT TO EXCEED \$250,000.00 FOR A PERIOD OF 36 MONTHS	<b>Resolution No.:</b> 2025-7
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Engineering & Project Development Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority (“Authority”) to enter into a contract for Project 20.26 – On-Call Surveying Services – Phase 7 for a period of thirty-six (36) months.

2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has the need to obtain on-call professional services such as determining land areas, monument placement for property boundaries, platting and layout of lands, and the preparation of maps, record plats, field note records and property descriptions, legal descriptions, deed research, title searches, and American Land Title Association (“ALTA”) surveys.

In addition, this project will include assisting the Authority’s Property Manager with the sale and purchase of properties by performing such tasks as: land surveys, providing legal descriptions, setting monuments, deed research, title searches, plating of property, and ALTA surveys.

3.0 **PROCUREMENT BACKGROUND:** The Request for Proposals was posted on the Authority’s Procurement website and advertised in the local newspapers. Seven (7) interested parties, including potential subcontractors, downloaded the solicitation package. Services were solicited through a competitive negotiated procurement utilizing the Brooks Act procedures. Under this process, the Authority’s evaluation panel first selects the most technically qualified firm, solicits a pricing proposal from that firm, and negotiates price only with that firm. Should the Authority determine that an agreement could not be reached with the most qualified firm, it may reject that proposal and repeat the process with the next most qualified firm. In this instance, negotiations were held with KS Associates, Inc., the first-ranked firm, and an acceptable price was reached.

KS Associates, Inc. has successfully completed the On-Call Surveying services for the Authority in the past. The Procurement Department performed a cost analysis and determined the proposed pricing to be fair and reasonable to the Authority.

4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 3% DBE goal was established for this procurement. KS Associates, Inc. has committed to achieving the DBE goal through the utilization of 2LMN, Inc. (Subcontinent Asian male-owned) in the amount of \$12,500.00 and Denise’s Flagging and Construction Services, Inc. (African American female-owned) in the amount of \$7,500.00 for a total of \$20,000.00 or 8%.

5.0 **POLICY IMPACT:** Does not apply.

- 6.0 ECONOMIC IMPACT: This contract shall be payable from the RTA Capital and/or RTA Development Funds, Engineering & Project Development Department budget, including but not limited to 100% local funds and FTA Capital Grants to be determined, in an amount not to exceed \$250,000.00 for a period of 36 months. This is the budgeted amount for this project.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would leave the Authority without the technical expertise of a professional surveying firm and would create undue hardship for the Authority's Engineering Department due to its existing workload.
- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the January 7, 2025 Operational Planning & Infrastructure Committee meeting. It is recommended that the offer from KS Associates, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer



RESOLUTION NO. 2025-7

AUTHORIZING CONTRACT NO. 2024-159 WITH KS ASSOCIATES, INC. FOR PROJECT 20.26 – ON-CALL SURVEYING SERVICES – PHASE 7 IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR A PERIOD OF 36 MONTHS (RTA CAPITAL AND/OR RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") requires on-call surveying services for determining land areas, monument placement for property boundaries, platting and layout of lands, and the preparation of maps, record plats, field note records and property descriptions, legal descriptions, deed research, title searches, and American Land Title Association surveys; and

WHEREAS, the proposal from KS Associates, Inc., with an office located at 600 Superior Avenue East, Suite 1300, Cleveland, Ohio 44114, to perform said services was received on November 6, 2024 in response to a competitive solicitation; and

WHEREAS, after negotiations, KS Associates, Inc. has agreed to perform the required services in an amount not to exceed \$250,000.00 for a period of 36 months; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer from KS Associates, Inc. to be the most advantageous to the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the negotiated offer from KS Associates, Inc. to provide services under Project 20.26 – On-Call Surveying Services – Phase 7 be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with KS Associates, Inc. for the performance of said services.

Section 3. This contract shall be payable from the RTA Capital and/or RTA Development Funds, Engineering & Project Development Department budget including but not limited to 100% local funds and FTA Capital Grants to be determined, in an amount not to exceed \$250,000.00 for a period of 36 months.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects KS Associates, Inc. will attempt to exceed the 3% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_

Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT: PROJECT NO. 60E – EAST 120<sup>TH</sup> STREET SUBSTATION REPLACEMENT</b>  <b>VENDOR: RGT SERVICES LLC DBA THE FOWLER COMPANY</b>  <b>AMOUNT: \$7,194,208.00</b>	<b>Resolution No.:</b> 2025-8
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Engineering & Project Development Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to perform construction services for Project 60E - East 120<sup>th</sup> Street Substation Replacement.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has the need to replace the existing substation at East 120<sup>th</sup> Street with a new 2MW prefabricated traction power substation. The new traction power system equipment will include: AC & DC switchgear, DC isolation switches, rectifier, negative return system, and a rectifier transformer. Control and monitoring systems will include: Supervisory Control and Data Acquisition ("SCADA"), closed circuit television, access control, security, etc.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids was posted on the Authority's Procurement website and advertised in the local newspapers. Eleven (11) interested parties, including potential subcontractors, downloaded the solicitation package. Two (2) bids were received and opened on October 16, 2024, as follows:

Company Name	Total Base Bid
RGT Services LLC dba The Fowler Company	\$7,194,208.00
Hatzel & Buehler, Inc.	\$7,590,000.00


The basis of award is the lowest responsive and responsible bid for the total base bid. The total base bid price of \$7,194,208.00 from RGT Services LLC dba The Fowler Company is 3.86% greater than the Engineer's Estimate of \$6,926,561.58.

A price analysis has been performed, and the bid from RGT Services LLC dba The Fowler Company has been determined by the Procurement Department to be fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 15% DBE goal was established for this procurement. RGT Services LLC dba The Fowler Company has agreed to achieve 12% DBE participation (\$891,000.00) under the contract using the following certified DBE firms: Cook Paving & Construction Co. (African American female-owned) in the amount of \$820,000.00, Denise's Flagging and Construction Services, Inc. (African American female-owned) in the amount of \$23,000.00 and East-West Construction Co., Inc. (Asian male-owned) in the amount of \$80,000.00 (\$48,000 x 60%). RGT Services LLC dba The Fowler Company also submitted documentation that demonstrated sufficient good faith effort has been made to achieve the 15% DBE participation goal.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This contract shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2019-037-337, in an amount not to exceed \$425,293.20, Capital Grant OH-2020-044-307 in an amount not to exceed \$1,094,658.00, Capital Grant OH-2021-050-337 in an amount not to exceed \$2,250,000.00, Capital Grant OH-2024-011-337 in an amount not to exceed \$1,900,000.00, local advance funds pending grant amendment to OH-2024-011-337 in the amount of \$716,505.55, and local funds in the amount not to exceed \$807,751.25, for a total contract amount not to exceed \$7,194,208.00 (\$5,535,960.97 in federal funds which represents 63% of total cost).
- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid would result in not having adequate traction power substation coverage along the Red Line.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the January 7, 2025 Operational Planning and Infrastructure Committee meeting. It is recommended that the bid from RGT Services LLC dba The Fowler Company be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-8

AUTHORIZING CONTRACT NO. 2024-135 WITH RGT SERVICES LLC DBA THE FOWLER COMPANY FOR PROJECT NO. 60E – EAST 120<sup>TH</sup> STREET SUBSTATION REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$7,194,208.00 (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority (“Authority”) deems it necessary to acquire construction services for Project 60E – East 120<sup>th</sup> Street Substation Replacement; and

WHEREAS, on October 16, 2024, RGT Services LLC dba The Fowler Company, located at 26185 Broadway Avenue, Oakwood Village, Ohio 44146, submitted a total base bid in a total amount not to exceed \$7,194,208.00; and

WHEREAS, the Authority’s General Manager, Chief Executive Officer deems the bid from RGT Services LLC dba The Fowler Company to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the total base bid from RGT Services LLC dba The Fowler Company for Project No. 60E – East 120<sup>th</sup> Street Substation Replacement be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with RGT Services LLC dba The Fowler Company for Project No. 60E – East 120<sup>th</sup> Street Substation Replacement.

Section 3. That said contract shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2019-037-337 in an amount not to exceed \$425,293.20, Capital Grant OH-2020-044-307 in an amount not to exceed \$1,094,658.00, Capital Grant OH-2021-050-337 in an amount not to exceed \$2,250,000.00, Capital Grant OH-2024-011-337 in an amount not to exceed \$1,900,000.00, local advance funds pending grant amendment to OH-2024-011-337 in the amount of \$716,505.55, and local funds in the amount not to exceed \$807,751.25, for a total contract amount not to exceed \$7,194,208.00 (\$4,535,960.97 in federal funds which represents 63% of total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Authority’s Board of Trustees expects that RGT Services LLC dba The Fowler Company will attempt to exceed the 15% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT: FURNISHING OF MOTORCOACH FILTERS, AS SPECIFIED AND AS REQUIRED, FOR A PERIOD OF TWO YEARS</b>		<b>Resolution No.:</b> 2025-9
<b>VENDOR: VEHICLE MAINTENANCE PROGRAM</b>		<b>Date:</b> January 16, 2025
<b>AMOUNT: \$124,110.00</b>		<b>Initiator:</b> Fleet Management Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other		

- PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for the furnishing of motorcoach filters, as specified and as required, for a period of two years.
- DESCRIPTION/JUSTIFICATION:** This contract for motorcoach filters is required for the furnishing of various engine filters for multiple bus fleets across the Authority. They are used in general maintenance to help ensure longevity of the coaches and to assist in providing safe, reliable transportation.
- PROCUREMENT BACKGROUND:** The Invitation for Bids was posted on the Authority's Procurement website and advertised in the local newspapers. Eleven (11) interested parties downloaded the solicitation package. Six (6) bids were received and opened on December 5, 2024, as follows:

VEHICLE MAINTENANCE PROGRAM					
	ESTIMATED QUANTITY	MANUF P/N	MANUF PART#	Amount	Extended Total
YEAR 1	2,000	8130000	P553000	\$ 24.31	\$ 48,620.00
	1,400	8133950	LFW4071	\$ 8.66	\$ 12,124.00
YEAR 2	2,000	8130000	P553000	\$ 25.32	\$ 50,640.00
	1,400	8133950	LFW4071	\$ 9.09	\$ 12,726.00
					<b>\$ 124,110.00</b>

CUMMINS INC.					
	ESTIMATED QUANTITY	MANUF P/N	MANUF	Amount	Extended Total
YEAR 1	2,000	8130000	LF9009	\$ 25.20	\$ 50,400.00
	1,400	8133950	WF2071	\$ 8.01	\$ 11,214.00
YEAR 2	2,000	8130000	LF9009	\$ 25.91	\$ 51,820.00
	1,400	8133950	WF2071	\$ 8.23	\$ 11,522.00
					<b>\$ 124,956.00</b>

D & W DIESEL					
	ESTIMATED QUANTITY	MANUF P/N	MANUF	Amount	Extended Total
YEAR 1	2,000	8130000	P553000	\$ 26.49	\$ 52,980.00
	1,400	8133950	WF2071	\$ 10.72	\$ 15,008.00
YEAR 2	2,000	8130000	P553000	\$ 27.82	\$ 55,640.00
	1,400	8133950	WF2071	\$ 11.04	\$ 15,456.00
					<b>\$ 139,084.00</b>

DLR DISTRIBUTORS					
	ESTIMATED QUANTITY	MANUF P/N	MANUF	Amount	Extended Total
YEAR 1	2,000	8130000	LF9009	\$ 28.18	\$ 56,360.00
	1,400	8133950	WF2071	\$ 9.25	\$ 12,950.00
YEAR 2	2,000	8130000	LF9009	\$ 29.18	\$ 58,360.00
	1,400	8133950	WF2071	\$ 10.05	\$ 14,070.00
					<b>\$ 141,740.00</b>

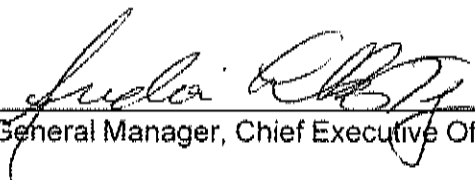
MUNCIE TRANSIT SUPPLY					
	ESTIMATED QUANTITY	MANUF P/N	MANUF	Amount	Extended Total
YEAR 1	2,000	8130000	LF9009	\$ 30.58	\$ 61,160.00
	1,400	8133950	WF2071	\$ 9.72	\$ 13,608.00
YEAR 2	2,000	8130000	LF9009	\$ 32.73	\$ 65,460.00
	1,400	8133950	WF2071	\$ 10.40	\$ 14,560.00
					<b>\$ 154,788.00</b>

The Aftermarket Parts Co. dba NFI PARTS					
	ESTIMATED QUANTITY	MANUF P/N	MANUF	Amount	Extended Total
YEAR 1	2,000	8130000	LF9009	\$ 36.55	\$ 73,100.00
	1,400	8133950	LFW4071	\$ 13.78	\$ 19,292.00
YEAR 2	2,000	8130000	LF9009	\$ 36.55	\$ 73,100.00
	1,400	8133950	LFW4071	\$ 13.78	\$ 19,292.00
					<b>\$ 184,784.00</b>

The Total Bid from Vehicle Maintenance Program was determined to be the lowest responsive bid from a responsible bidder. A price analysis has been performed, and the bid from Vehicle Maintenance Program has been determined by the Procurement Department to be fair and reasonable to the Authority.

- 4.0 AFFIRMATIVE ACTION/ DBE BACKGROUND: All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: This procurement will be funded through the General Fund, Fleet Management Department budget, in an amount not to exceed \$124,110.00 for a two-year period.
- 7.0 ALTERNATIVES: Reject this bid. Rejection of this bid would impact the Authority's ability to maintain and safely operate the Authority's motorcoach vehicles.
- 8.0 RECOMMENDATION: It is recommended that the bid from Vehicle Maintenance Program be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-9

AUTHORIZING CONTRACT NO. 2024-196 WITH VEHICLE MAINTENANCE PROGRAM FOR THE FURNISHING OF MOTORCOACH FILTERS, AS SPECIFIED AND AS REQUIRED, FOR A PERIOD OF TWO YEARS IN AN AMOUNT NOT TO EXCEED \$124,110.00 (GENERAL FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority requires the furnishing of motorcoach filters to be used in general maintenance to help ensure longevity of the Authority's coaches and to assist in providing safe, reliable transportation; and

WHEREAS, the bid from Vehicle Maintenance Program, located at 3595 N Dixie Hwy Bay 7, Boca Rotan, FL 33431, for the furnishing of motorcoach filters, as specified and as required, for a period of two years was received on December 5, 2024 at unit prices resulting in a total contract amount not to exceed \$124,110.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Vehicle Maintenance Program to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the bid from Vehicle Maintenance Program for the furnishing of motorcoach filters, as specified and as required, for a period of two years, be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer be and she is hereby authorized to enter into a contract with Vehicle Maintenance Program for the furnishing of motorcoach filters, as specified and as required, for a period of two years.

Section 3. That said contract shall be funded through the General Fund, Fleet Management Department budget, in an amount not to exceed \$124,110.00 for a period of two years.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Vehicle Maintenance Program will attempt to exceed the 0% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> PROJECT 20.14 – ON-CALL SIGNAL ENGINEERING SERVICES - 2024  <b>VENDOR:</b> MOTT MACDONALD, LLC  <b>AMOUNT:</b> NTE \$450,000 FOR 24 MONTH PERIOD	<b>Resolution No.:</b> 2025-10
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Engineering & Project Development Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for On-Call Signal Engineering Services for a period of 24 months.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** This project will provide professional signal expertise with design and technical support services for highway-rail grade crossing warning systems, wayside and cab signal systems, and traffic control systems. It will also provide assistance with regulatory compliance, training, and specification development. The consultant will be required to prepare plans, specifications, cost estimates, construction duration estimates, and construction support services.
  
- 3.0 **PROCUREMENT BACKGROUND:** The Request for Proposals was posted on the Authority's Procurement Department web site and advertised in the local newspapers. Nineteen interested parties, including potential subcontractors, downloaded the solicitation package. These services were solicited through a competitive negotiated procurement, utilizing the Brooks Act procedures. Under this process, the Authority's evaluation panel first selects the most technically qualified firm, solicits a pricing proposal from that firm, and negotiates price only with that firm. Should the Authority determine that an agreement could not be reached with the most qualified firm, it may reject that proposal and repeat the process with the next most qualified firm. In this instance, negotiations were held with Mott MacDonald, LLC ("Mott") the first ranked firm, and an acceptable price was reached.  
  
 Mott has successfully completed projects for the Authority, Chicago Transit Authority, WMATA and the Port Authority of Allegheny County, among others.  
  
 The Procurement Department performed a cost analysis and determined the proposed pricing to be fair and reasonable to the Authority.
  
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. Mott has committed to achieving the 4% DBE participation goal established for this procurement, which is equivalent to \$18,000.00, and has agreed to utilize Pacific Railway Enterprises (Caucasian female-owned) and GeoTrans (Hispanic male-owned). The utilization of a particular DBE firm will be a function of the specific nature of the on-call services ultimately required under the contract.
  
- 5.0 **POLICY IMPACT:** Does not apply.



- 6.0 **ECONOMIC IMPACT:** This contract shall be payable from the RTA Capital and/or RTA Development Funds, Engineering & Project Development Department budget, including but not limited to 100% local funds and FTA Grants to be determined, in an amount not to exceed \$450,000.00 for a period of 24 months. This is the budgeted amount for this project.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would leave the Authority without the technical expertise of a professional signal engineering firm to supplement the resources of the Authority's Engineering and Project Management Division.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the January 7, 2025 Operational Planning and Infrastructure Committee meeting. It is recommended that the offer from Mott be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-10

AUTHORIZING CONTRACT NO. 2024-158 WITH MOTT MACDONALD, LLC FOR PROJECT 20.14 – ON-CALL SIGNAL ENGINEERING SERVICES - 2024 IN AN AMOUNT NOT TO EXCEED \$450,000.00 FOR A PERIOD OF 24 MONTHS (RTA CAPITAL AND/OR DEVELOPMENT FUNDS, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") requires professional signal engineering expertise with design and technical support services for highway-rail grade crossing warning systems, wayside & cab signal systems, and traffic control systems; and

WHEREAS, the Authority also requires assistance with regulatory compliance, training and specification development, preparation of plans, specifications, cost estimates, construction duration estimates, and construction support services; and

WHEREAS, the proposal from Mott MacDonald, LLC ("Mott"), with an office located at 20445 Emerald Parkway, Suite 100, Cleveland, Ohio 44135, to perform said services was received on November 4, 2024 in response to a competitive solicitation; and

WHEREAS, after negotiations, Mott has agreed to perform the required services in an amount not to exceed \$450,000.00 for a period of 24 months; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer from Mott to be the most advantageous to the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the negotiated offer from Mott to provide signal engineering design and technical support services under Project 20.14 – On-Call Signal Engineering Services - 2024 be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer be and she is hereby authorized to enter into a contract for Project 20.14 – On-Call Signal Engineering Services - 2024 with Mott for the performance of said services.

Section 3. That said contract shall be payable from the RTA Capital and/or RTA Development Funds, Engineering & Project Development Department budget, including but not limited to 100% local funds and FTA Grants to be determined, in an amount not to exceed \$450,000.00 for a period of 24 months.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor to the Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Mott will attempt to exceed the 4% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_

President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> AUTHORIZING THE PURCHASE AND DELIVERY OF 17 AMERICAN BUS ENDERA PARATRANSIT COACHES  <b>VENDOR:</b> AMERICAN BUS & ACCESSORIES, INC.  <b>AMOUNT:</b> NOT TO EXCEED \$2,553,536.00	<b>Resolution No.:</b> 2025-11
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Fleet Management Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for the manufacture and delivery of 17 wheelchair-equipped American Bus Endera Paratransit coaches through the State of Ohio, Department of Transportation, Cooperative Purchasing Program ("State of Ohio Cooperative Purchasing Program").
- 2.0 **DESCRIPTION/JUSTIFICATION:** These 17 Paratransit vehicles will be used by the Authority's Paratransit District and will replace the Authority's remaining MV-1 and Dodge Caravan Paratransit vehicles. The MV-1 and Dodge Caravan vehicles have exceeded their useful life in age and/or mileage according to the Authority's vehicle replacement policy and guidelines.
- 3.0 **PROCUREMENT BACKGROUND:** In Chapter 410 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("Code Book"), the Board of Trustees has authorized the General Manager, Chief Executive Officer to utilize the State of Ohio Cooperative Purchasing Program. R.C. 306.43(H)(4) authorizes the Authority to enter into a contract for the purchase of goods and services from another political subdivision, public agency, public transit system, regional transit authority, the state, or the federal government, or as a third-party beneficiary under a state or federal procurement contract, or as a participant in a department of administrative services contract under division (B) of Section 125.04 of the Revised Code.  
  
 This resolution will authorize the purchase and delivery of 17 American Bus Endera Paratransit vehicles through the State of Ohio Cooperative Purchasing Program, Contract No. 248-24, at a unit price of \$150,208.00, for a total contract amount not to exceed \$2,553,536.00. The prices established under the state program result from a competitive process. A price analysis has been performed, and the Procurement Department has determined that the price is fair and reasonable to the Authority.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** The Office of Business Development does not conduct Affirmative Action reviews or establish goals on procurements included in the State of Ohio Cooperative Purchasing Program.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This contract shall be payable from the RTA Development Fund, Fleet Management Department budget, including but limited to FTA Capital Grant OH-2021-009 at a unit price of \$150,208.00, for a total contract amount not to exceed \$2,553,536.00 (\$2,042,828.80 in federal funds which represents 80% of the total cost).
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would impact the Authority's ability to provide reliable and timely service.

- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the January 7, 2025 Organizational Planning & Infrastructure Committee meeting. It is recommended that the offer from American Bus & Accessories, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENT: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.



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General Manager, Chief Executive Officer

RESOLUTION NO. 2025-11

AUTHORIZING CONTRACT NO. 2024-203 WITH AMERICAN BUS & ACCESSORIES, INC. FOR THE PURCHASE AND DELIVERY OF 17 PARATRANSIT COACHES, AS SPECIFIED, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,553,536.00 (RTA DEVELOPMENT FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has identified the need to purchase Paratransit vehicles to replace those that have reached or exceeded their useful life; and

WHEREAS, Paratransit vehicles are available through the State of Ohio, Department of Transportation, Cooperative Purchasing Program ("State of Ohio Cooperative Purchasing Program"); and

WHEREAS, R.C. 5513.01(B) provides political subdivisions within the State of Ohio the opportunity to participate in contracts executed by the State of Ohio, Department of Transportation, for the purchase of equipment, materials, supplies, or other tangible assets; and

WHEREAS, the Board of Trustees authorized utilization of the Cooperative Purchasing Program in Resolution No. 2017-102, as set forth in Chapter 410 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority; and

WHEREAS, R.C. 306.43(H)(4) authorizes the Authority to enter into a contract for the purchase of goods and services from another political subdivision, public agency, public transit system, regional transit authority, the state, or the federal government, or as a third-party beneficiary under a state or federal procurement contract, or as a participant in a department of administrative services contract under division (B) of Section 125.04 of the Revised Code; and

WHEREAS, through Contract No. 248-24 with the State of Ohio Cooperative Purchasing Program, American Bus & Accessories, Inc., located at 123 Citycentre Drive, Cincinnati, OH 45216, has offered to manufacture and deliver 17 Paratransit coaches, as specified, at a unit price of \$150,208.00, for a total amount not to exceed \$2,553,536.00; and

WHEREAS, the General Manager, Chief Executive Officer has determined it is in the best interest of the Authority to purchase the required 17 Paratransit vehicles from American Bus & Accessories, Inc. utilizing the State of Ohio Cooperative Purchasing Program and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer from American Bus & Accessories, Inc., through the State of Ohio Cooperative Purchasing Program, to provide 17 Paratransit vehicles, as specified, be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to contract with American Bus & Accessories, Inc. for the purchase of 17 Paratransit vehicles, as specified.

Section 3. That said contract shall be payable from the RTA Development Fund, Fleet Management Department budget, including but limited to FTA Capital Grant OH-2021-009 at a unit price of \$150,208.00, for a total contract amount not to exceed \$2,553,536.00 (\$2,042,828.80 in federal funds which represents 80% of the total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees, bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary- Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> RAILCAR OWNER FURNISHED EQUIPMENT – MOBILE ROUTERS  <b>VENDOR:</b> WESTWARD SALES, INC.  <b>AMOUNT:</b> IN AN AMOUNT NOT TO EXCEED \$203,940.00 FOR 60 UNITS AND AN OPTION FOR UP TO 60 ADDITIONAL UNITS AT AN AMOUNT NOT TO EXCEED \$203,940.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$407,880.00.	<b>Resolution No.:</b> 2025-12
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Information Technology Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract with Westward Sales, Inc. to purchase mobile routers for the new railcar fleet in a quantity of 60 units with an option for up to 60 additional units.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority entered into a contract to purchase new railcars from Siemens Mobility, Inc. ("Siemens") to replace the current railcar fleet. The contract with Siemens requires the Authority to provide certain hardware and wiring for specific systems as owner furnished equipment ("OFE"), including two mobile routers per railcar.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids was posted on the Authority's Procurement website and advertised in the local newspapers. Thirty-nine interested parties downloaded the solicitation. One responsive bid was received on November 27, 2024.

Supplier	Required Qty: 60	Option Qty: 60	Total Bid
Westward Sales, Inc.	\$203,940.00	\$203,940.00	\$407,880.00

The bid from Westward Sales, Inc. has been determined by the Procurement Department to be the lowest responsive bid from a responsible bidder.

A cost analysis has been performed, and the Procurement Department has determined the price to be fair and reasonable to the Authority. The bid price is approximately 3.41% below the budget estimate.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the RTA Development Fund, Information Technology Department budget, including but not limited to 100% local funds, in an amount not to exceed \$203,940.00 for the required quantity of 60 units and an option to purchase up to 60 additional units at an amount not to exceed \$203,940.00, for a total contract amount not to exceed \$407,880.00.



- 7.0 ALTERNATIVES: Reject this bid. Rejection of this bid would impact the Authority's ability to provide the mobile routers for the new railcar fleet, putting the Authority at risk of a delay to the build-schedules and additional cost for the railcars.
- 8.0 RECOMMENDATION: It is recommended that the bid from Westward Sales, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-12

AUTHORIZING CONTRACT NO. 2024-174 WITH WESTWARD SALES, INC. FOR THE PURCHASE OF MOBILE ROUTERS IN AN AMOUNT NOT TO EXCEED \$203,940.00 FOR 60 UNITS AND AN OPTION TO PURCHASE UP TO 60 ADDITIONAL UNITS AT AN AMOUNT NOT TO EXCEED \$203,940.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$407,880.00 (RTA DEVELOPMENT FUND, INFORMATION TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") requires mobile routers as part of the required owner furnished equipment for the new railcar fleet being built by Siemens Mobility, Inc.; and

WHEREAS, the bid from Westward Sales, Inc., located at 29805 Highway 24, #186, Buena Vista, Colorado 81211, for the purchase of sixty mobile routers in an amount not to exceed \$203,940.00 with an option to purchase of sixty additional mobile routers in an amount not to exceed \$203,940.00 for a total contract amount not to exceed \$407,880.00 was received on November 27, 2024; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid from Westward Sales, Inc. to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the bid from Westward Sales, Inc. for the purchase of mobile routers, as specified and as required, be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer be and she is hereby authorized to enter into a contract with Westward Sales, Inc. for the purchase of 60 mobile routers and an option for the purchase of an additional 60 units, with authority to exercise said option.

Section 3. That said contract shall be funded through the RTA Development Fund, Information Technology Department budget, including but not limited to 100% local funds, in an amount not to exceed \$203,940.00 for the 60 units, and in an amount not to exceed \$203,940.00 for up to 60 additional units, for a total contract amount not to exceed \$407,880.00.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Westward Sales, Inc. will attempt to exceed the 0% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> RAILCAR FARE COLLECTION VALIDATORS FOR RAILCAR REPLACEMENT PROGRAM OWNER FURNISHED EQUIPMENT  <b>VENDOR:</b> MASABI, LLC  <b>AMOUNT:</b> NOT TO EXCEED \$324,980.00 FOR THE BASE 30 CAR SETS, AND IN AN AMOUNT NOT TO EXCEED \$239,400.00 FOR AN OPTION FOR UP TO AN ADDITIONAL 30 CAR SETS, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$564,380.00	<b>Resolution No.:</b> 2025-13
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Information Technology Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract with Masabi, LLC to purchase fare collection validators for the new railcar fleet in a quantity of 30 car sets with an option for up to an additional 30 car sets.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority entered into an agreement to purchase new railcars from Siemens Mobility, Inc. ("Siemens") to replace the current railcar fleet. The contract with Siemens requires the Authority to provide certain hardware and wiring from specific systems as owner furnished equipment ("OFE") including fare collection validators.
- 3.0 **PROCUREMENT BACKGROUND:** R.C. 306.43(H)(3) provides that competitive procedures are not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof, as supplied by the original source or its successors or assigns. Masabi, LLC is the original provider and manufacturer of the Authority's on-board fare collection validation equipment.

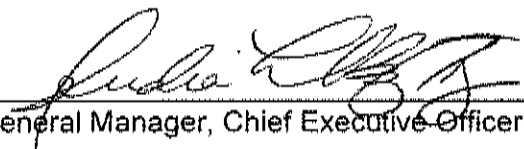
The Procurement Department received a proposal from Masabi, LLC on December 6, 2024. The proposal was reviewed by representatives from the Electronic Repair, Rail Equipment, Information Technology and Procurement departments and determined to be technically compliant and advantageous to the Authority. After negotiations, an amount not to exceed \$324,980.00 for the purchase of 30 car sets with an option to purchase up to an additional 30 car set in an amount not to exceed \$239,400.00, for a total contract amount not to exceed \$564,380.00, was agreed upon. This total price is approximately 10% above the independent cost estimate of \$506,050.00.

A cost analysis has been performed, and the Procurement Department has determined that the negotiated price is fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the RTA Development Fund, Information Technology Department budget, including but not limited to 100% local funds, in an amount not to exceed \$324,980.00 for the required quantity of 30 car sets and an option to purchase up to 30 additional car sets in an amount not to exceed \$239,400.00, for a total contract not to exceed \$564,380.00.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would delay the Authority's ability to provide the fare collection validators and splitters for the new railcar fleet, putting the Authority at risk of delay to the build-schedules and additional cost for the railcars.
- 8.0 **RECOMMENDATION:** It is recommended that the offer from Masabi, LLC be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-13

AUTHORIZING CONTRACT NO. 2024-223 WITH MASABI, LLC TO PROVIDE FARE COLLECTION VALIDATORS IN AN AMOUNT NOT TO EXCEED \$324,980.00 FOR 30 CAR SETS AND AN OPTION TO PURCHASE UP TO 30 ADDITIONAL CAR SETS IN AN AMOUNT NOT TO EXCEED \$239,400.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$564,380.00 (RTA DEVELOPMENT FUND, INFORMATION TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") requires fare collection validators as part of the required owner furnished equipment ("OFE") for the new railcar fleet being built by Siemens Mobility, Inc.; and

WHEREAS, the Authority currently utilizes Masabi, LLC validators throughout its system for fare collection; and

WHEREAS, R.C. 306.43(H)(3) provides that competitive bidding is not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns; and

WHEREAS, the offer from Masabi, LLC, located at 1330 Avenue of the Americas Suite 23A, New York, NY 10019, for the purchase of fare collection validators in a negotiated amount not to exceed \$324,980.00 for the base 30 car sets with an option to purchase up to 30 additional car sets in an amount not to exceed \$239,400.00, for a total contract amount not to exceed \$564,380.00, was received on December 6, 2024; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer from Masabi, LLC, as negotiated, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer from Masabi, LLC for the purchase of fare collection validators for the railcar replacement program's owner furnished equipment be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Masabi, LLC to provide fare collection validators for the base 30 car sets and an option for the purchase of an additional 30 car sets with approval to exercise said option.

Section 3. That said contract will be funded through the RTA Development Fund, Information Technology Department budget, including but not limited to 100% local funds, in an amount not to exceed \$324,980.00 for the required quantity of 30 car sets and an option to purchase up to an additional 30 car sets in an amount not to exceed \$239,400.00, for a total contract not to exceed \$564,380.00.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Authority's Board of Trustees expects that Masabi, LLC will attempt to exceed the 0% DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> ORACLE SOFTWARE LICENSES, MAINTENANCE & SUPPORT SERVICES  <b>VENDOR:</b> ORACLE AMERICA, INC.  <b>AMOUNT:</b> NOT TO EXCEED \$700,586.04 FOR A PERIOD OF ONE YEAR	<b>Resolution No.:</b> 2025-14
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Management Information Services Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to renew an agreement for the annual software licenses, maintenance, and support of various Oracle Enterprise Business Suite ("EBS") applications for a period of one year.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has been utilizing Oracle technology and applications since 1995. Annual licenses, maintenance, and support are required to maintain the Oracle EBS financial, human resource, and procurement applications, as well as applications that interface with Oracle database technology. These applications include HASTUS, Ultramain, Kronos, Riskmaster and various Trapeze products. Oracle database technology and applications are proprietary products designed exclusively by Oracle America, Inc.
  
- 3.0 **PROCUREMENT BACKGROUND:** This contract is exempt from competition pursuant to R.C. 306.43(H)(3) which provides that competitive procedures are not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns.  
  
 A cost analysis has been performed, and the Procurement Department has determined that the negotiated price is fair and reasonable to the Authority. The negotiated price of \$700,586.04 is approximately 1% below the independent cost estimate of \$702,000.00 for this project.
  
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
  
- 5.0 **POLICY IMPACT:** Does not apply.
  
- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the General Fund, Management Information Services Department budget, in an amount not to exceed \$700,586.04 for a period of one year.

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would leave the Oracle software applications without adequate licenses, maintenance, and support which could jeopardize the functionality of the financial, procurement, and HR/payroll systems vital to the organization.
- 8.0 RECOMMENDATION: It is recommended that the offer of Oracle America, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
General Manager, Chief Executive Officer



RESOLUTION NO. 2025-14

AUTHORIZING CONTRACT NO. 2024-212 WITH ORACLE AMERICA, INC. TO PROVIDE ORACLE SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT SERVICES FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$700,586.04 (GENERAL FUND, MANAGEMENT INFORMATION SERVICES DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") currently utilizes Oracle-licensed products for financial, procurement, and human resources management applications; and

WHEREAS, annual licenses, maintenance, and support services are required to maintain these software applications; and

WHEREAS, these services are available from Oracle America, Inc., located at 500 Oracle Parkway, Redwood City, CA 94065, the original licensor of these products; and

WHEREAS, R.C. 306.43(H)(3) provides that competitive bidding is not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns; and

WHEREAS, Oracle America, Inc. has offered to provide said licenses, maintenance, and support services at a negotiated amount not to exceed \$700,586.04 for a period of one year; and

WHEREAS, the General Manager, Chief Executive Officer deems the negotiated offer from Oracle America, Inc. to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer from Oracle America, Inc., as negotiated, to provide Oracle software licenses, maintenance, and support for a period of one year be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Oracle America, Inc. to provide said services.

Section 3. This procurement will be funded through the General Fund, Management Information Services Department budget, in an amount not to exceed \$700,586.04 for a period of one year.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor with the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Authority's Board of Trustees expects that Oracle America, Inc. will attempt to exceed the 0% minimum DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE, DESCRIPTION:</b> <b>CONTRACT:</b> INCREASE TO CONTRACT NO. 2023-030 FOR PROJECT 62A REHABILITATION OF TRACK/PLATFORM BRIDGES OVER W. 117 <sup>TH</sup> STREET <b>VENDOR:</b> SUBURBAN MAINTENANCE & CONSTRUCTION, INC. <b>AMOUNT:</b> NOT TO EXCEED \$116,303.23 AND REINSTATEMENT OF GENERAL MANAGER, CHIEF EXECUTIVE OFFICER'S CHANGE ORDER SIGNING AUTHORITY	<b>Resolution No.:</b> 2025-15
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Engineering & Project Development Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review, Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE, SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to increase Contract No. 2023-030, Project 62A – Rehabilitation of Track/Platform Bridges over W. 117<sup>th</sup> Street and to reinstate the General Manager, Chief Executive Officer's change order signing authority.

2.0 **DESCRIPTION, JUSTIFICATION:** This change order is necessary for abatement of lead paint on the girder flanges, tops of diagonal bracing, concealed framing ends of all girders/diaphragms, and the abutment bearings. The abatement was required for both east and westbound track bridges prior to continuing base contract activities.

3.0 **PROCUREMENT BACKGROUND:** On May 16, 2023, the Board of Trustees, by Resolution No. 2023-36, authorized a contract with Suburban Maintenance & Construction, Inc. ("Suburban") to perform construction services for the rehabilitation of the track/platform bridges over W. 117<sup>th</sup> Street in the amount of \$7,563,549.00. Change orders to date have included additions in the amount of \$1,237,713.86, resulting in a current contract total amount of \$8,801,262.86.

Proposed Change Order No. 8 was issued on May 1, 2024 for abatement of lead paint on the eastbound track bridge. Proposed Change Order No. 20 was issued on October 1, 2024 for abatement of lead paint on the westbound track bridge.

The final negotiated amounts for Proposed Change Orders 8 and 20 are \$177,607.84 and \$177,607.84, respectively, for a total change order amount of \$355,215.68. The General Manager, Chief Executive Officer's change order authority remaining under the Contract is \$238,912.45. The balance requiring authorization is \$116,303.23. This change order will cause the total change order amount to exceed the General Manager, Chief Executive Officer's change order signing authority limit. This action also seeks reinstatement of the General Manager, Chief Executive Officer's change order signing authority to \$500,000.00. A Change Order Log is attached as reference.

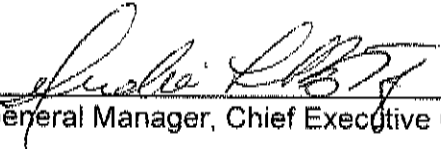
This change order was reviewed and recommended by the Change Order Committee.

4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 13% DBE goal was established for this procurement May 2023. Suburban has agreed to maintain the established DBE participation goal as contracted through the use of its existing DBE firms.

5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This change order shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including, but not limited to, Capital Grant OH-2018-024 and remaining funding due to deductive change orders on base contract in an amount not to exceed \$116,303.23 (\$93,042.58 in federal funds which represents 80% of the total cost), for a new contract total amount of \$8,917,566.09.
- 7.0 **ALTERNATIVES:** Rejection of this change order would prevent payment to Suburban for completion of this work and prevent the Authority from processing any future change orders to complete the project.
- 8.0 **RECOMMENDATION:** This change order was discussed by the Board of Trustees at the January 7, 2025 Operational, Planning & Infrastructure Committee meeting. It is recommended that this change order be accepted, and the resolution adopted authorizing the General Manager, Chief Executive Officer to modify the contract.
- 9.0 **ATTACHMENTS:** Change Order Log

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

**APPROVED CHANGE ORDERS  
REHABILITATION OF TRACK/PLATFORM BRIDGES OVER W. 117<sup>TH</sup> STREET**

Contract # 2023-030

Contractor: Suburban Maintenance & Construction, Inc.

Original Contract Amount: \$7,563,549.00

Total GM CO Authority Remaining: \$44,398.07

Total Change Order Amount to Date: \$1,237,713.86

%Change to Date: 14.1%

CO No.	CO Description	Approval Date	CO Amount	Contract Value
1	NeoGraf Data Line Relocation	8/10/2023	\$16,524.00	\$7,580,073.00
2	Platform Speakers Replacement	11/20/2023	\$4,196.92	\$7,584,269.92
3	Additional Rebar Quantities	11/22/2023	\$3,391.01	\$7,587,660.93
4	NS Delay	03/19/2024	\$765,000.00	\$8,352,660.93
5	NS Falsedecking Redesign	03/25/2024	\$5,230.12	\$8,357,891.05
6	Credit for NS Install of Ballast Retainer	03/25/2024	(\$4,000.00)	\$8,353,891.05
CCD #1	Eastbound Bridge Lead Abatement	05/03/2024	\$49,891.25	\$5,403,782.03
CCD #1 Continuation	Eastbound Bridge Lead Abatement	05/16/2024	\$90,455.00	\$8,494,237.30
7	Platform Column Repair	05/17/2024	\$30,854.00	\$8,525,091.30
8	West Bolster Beam	05/20/2024	\$18,893.00	\$8,543,984.30
9	East Bolster Beam	05/23/2024	\$12,000.00	\$8,555,984.30
10	Additional Signage	07/30/2024	\$9,466.20	\$8,565,450.50
11	East Curb Railing Anchorage Modification	07/30/2024	\$17,029.52	\$8,582,480.02
12	Asphalt Deck Protection	08/01/2024	\$28,720.00	\$8,611,200.02
13	Platform Excavation	08/12/2024	\$11,095.84	\$8,622,295.86
14	Jump Span Beam Rehab	08/27/2024	\$29,012.00	\$8,651,307.86

CO No.	CO Description	Approval Date	CO Amount	Contract Value
15	COC Full Depth Curb Wall Repair	09/26/2024	\$2,128.80	\$8,653,436.66
CCD #2	Westbound Bridge Lead Abatement	10/15/2024	\$98,566.20	\$8,752,002.86
16	Fence Credit	11/05/2024	(\$3,000.00)	\$8,749,002.86
17	Steel Framing Retrofits	11/12/2024	\$7,260.00	\$8,756,262.86
18	Additional Epoxy Injection	12/17/2024	\$18,000.00	\$8,774,262.86
19	Asphalt Deck Protection		\$27,000.00	\$8,801,262.86

RESOLUTION NO. 2025-15

AUTHORIZING AN INCREASE TO CONTRACT NO. 2023-030 WITH SUBURBAN MAINTENANCE & CONSTRUCTION, INC. FOR PROJECT 62A – REHABILITATION OF TRACK/PLATFORM BRIDGES OVER W. 117<sup>TH</sup> STREET IN THE AMOUNT OF \$116,303.23 FOR A TOTAL CONTRACT AMOUNT OF \$8,917,566.09 AND REINSTATING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER'S CHANGE ORDER SIGNING AUTHORITY IN ITS ENTIRETY (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") deemed it necessary to procure construction services, as specified, under Project 62A – Rehabilitation of Track/Platform Bridges over W. 117<sup>th</sup> Street; and

WHEREAS, by Resolution No. 2023-36, the Board of Trustees authorized Contract No. 2023-030 in the amount of \$7,563,549.00 with Suburban Maintenance & Construction, Inc. ("Suburban"), located at 16330 York Road, North Royalton, Ohio 44133, for the furnishing of said construction services; and

WHEREAS, the General Manager, Chief Executive Officer has authorized change orders with a net additional contract value of \$1,237,713.86, utilizing the change order signing authority prescribed in the Authority's Procurement Policies and Procedures Manual, for a current total contract amount of \$8,801,262.86; and

WHEREAS, the Authority now requires additional construction services to complete the construction under Project 62A – Rehabilitation of Track/Platform Bridges over W. 117<sup>th</sup> Street; and

WHEREAS, Suburban has offered to provide these additional construction services at a total negotiated cost of \$355,215.68, resulting in a new total contract amount of \$8,917,566.09; and

WHEREAS, said contract increase will exceed the General Manager, Chief Executive Officer's change order signing authority; and

WHEREAS, the General Manager, Chief Executive Officer is seeking reinstatement of her change order signing authority in its entirety; and

WHEREAS, the General Manager, Chief Executive Officer deems acceptance of the offer from Suburban, as negotiated, to be in the best interest of the Authority and recommends acceptance thereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the negotiated offer from Suburban to provide additional construction services under Project 62A – Rehabilitation of Track/Platform Bridges over W. 117<sup>th</sup> Street be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to amend Contract No. 2023-030 with Suburban to include these additional construction services.

Section 3. This change order shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to, Capital Grant OH-2018-024 and remaining funding due to deductive change orders on base contract in an amount not to exceed \$116,303.23 (\$93,042.58 in federal funds which represents 80% of the total cost), for a new total contract amount of \$8,917,566.09.

Section 4. That the General Manager, Chief Executive Officer's change order signing authority be reinstated in its entirety.

Section 5. That all other terms and conditions of said contract shall remain unchanged.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_

Secretary-Treasurer





<b>TITLE, DESCRIPTION:</b> <b>CONTRACT:</b> INCREASE TO CONTRACT NO. 2023-155 FOR PROJECT 52N TOWER CITY EAST PORTAL REHABILITATION <b>VENDOR:</b> THE GREAT LAKES CONSTRUCTION CO. <b>AMOUNT:</b> NOT TO EXCEED \$98,554.40 AND REINSTATEMENT OF GENERAL MANAGER, CHIEF EXECUTIVE OFFICER'S CHANGE ORDER SIGNING AUTHORITY	<b>Resolution No.:</b> 2025-16
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Engineering & Project Development Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review, Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE, SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to increase Contract No. 2023-155, Project 52N – Tower City East Portal Rehabilitation and reinstate the General Manager, Chief Executive Officer's change order signing authority.
- 2.0 **DESCRIPTION, JUSTIFICATION:** This change order is necessary for the removal of ballast and all exposed drainage structures, replacing corroded lids, and rebuilding access to grade, including specialized risers. Reconstruction of lids and risers will improve sub-ballast drainage, ease future drainage maintenance access without the need for ballast removal, and extend the life of the track system.
- 3.0 **PROCUREMENT BACKGROUND:** On January 23, 2024, the Board of Trustees, by Resolution No. 2024-6, authorized a contract with The Great Lakes Construction Co. to perform construction services for the Tower City Portal Rehabilitation in the amount of \$15,739,633.00. Change orders to date total \$470,830.72, resulting in a current contract total amount of \$16,210,463.72.

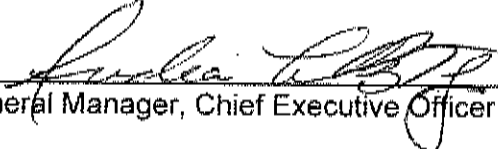
The need to repair the drainage structures and install new lids and risers will require the Authority to increase the cost of the contract with The Great Lakes Construction Co. in an amount not to exceed \$98,554.40, resulting in a new contract total amount of \$16,309,018.12. This change order will cause the total change order amount to exceed the General Manager, Chief Executive Officer's \$500,000.00 change order signing authority limit. This action also seeks reinstatement of the General Manager, Chief Executive Officer's change order signing authority. A Change Order Log is attached as reference.

This change order was reviewed and recommended by the Change Order Committee.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 19% DBE goal was established for this procurement and will not increase as a result of this change order. The Great Lakes Construction Co. has agreed to maintain the established DBE participation goal as contracted through the use of its existing DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This change order shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including, but not limited to, Capital Grant OH-2019-037-307 in an amount not to exceed \$98,554.40 (\$78,843.52 in federal funds which represent 80% of the total cost), for a new contract total amount of \$16,309,018.12.

- 7.0 ALTERNATIVES: Rejecting this change order would mean that the drainage system remains in a state of disrepair, leading to a heightened risk of flooding in the East Portal.
- 8.0 RECOMMENDATION: This change order was discussed by the Board of Trustees at the January 7, 2025 Operational Planning & Infrastructure Committee meeting. It is recommended that this change order be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to modify the contract.
- 9.0 ATTACHMENTS: Change Order Log

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

**APPROVED CHANGE ORDERS  
TOWER CITY EAST PORTAL REHABILITATION**

Contract # 2023-155

Contractor: The Great Lakes Construction Co.

Original Contract Amount: \$15,739,633.00

Total GM CO Authority Remaining: \$17,089.08

Total Change Order Amount to Date: \$470,830.72 % Change to Date: Less than 2.99%

<b>CO No.</b>	<b>CO Description</b>	<b>Approval Date</b>	<b>CO Amount</b>	<b>Contract Value</b>
1	Emergency Slope Stabilization	4/9/2024	\$55,655.16	\$15,795,288.16
2	Field Office Modification	5/23/2024	(\$12,080.20)	\$15,783,207.96
3	Track 7 Cracked Web Repair	10/15/2024	\$15,547.72	\$15,798,755.68
4	Ballast Cleanup	11/4/2024	\$31,028.01	\$15,829,783.69
5	Deficient Cut and Throw Rail	11/12/2024	\$16,915.93	\$15,846,699.62
6	Catenary Supports for Cut and Throw	12/2/2024	\$22,200.00	\$15,868,899.62
7	Track 6 Rail Repair	12/18/2024	\$265,507.59	\$16,134,407.21
8	Portal 7 Exterior Repair	12/18/2024	\$76,056.51	\$16,210,463.72

RESOLUTION NO. 2025-16

AUTHORIZING AN INCREASE TO CONTRACT NO. 2023-155 WITH THE GREAT LAKES CONSTRUCTION CO. FOR PROJECT 52N – TOWER CITY EAST PORTAL REHABILITATION IN THE AMOUNT OF \$98,554.40, FOR A TOTAL CONTRACT AMOUNT OF \$16,309,018.12, AND REINSTATING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER'S CHANGE ORDER SIGNING AUTHORITY IN ITS ENTIRETY (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") deemed it necessary to procure construction services, as specified, under Project 52N – Tower City East Portal Rehabilitation; and

WHEREAS, by Resolution No. 2024-6, the Board of Trustees authorized Contract No. 2023-155 in the amount of \$15,739,633.00 with The Great Lakes Construction Co., located at 2608 Great Lakes Way, Hinckley, Ohio 44233, for the furnishing of said construction services; and

WHEREAS, the General Manager, Chief Executive Officer has authorized change orders with a net additional contract value of \$470,830.72, utilizing the change order signing authority prescribed in the Authority's Procurement Policies and Procedures Manual, for a current total contract amount of \$16,210,463.72; and

WHEREAS, the Authority now requires additional construction services to complete the construction under Project 52N – Tower City East Portal Rehabilitation; and

WHEREAS, The Great Lakes Construction Co. has offered to provide these additional construction services at a total negotiated cost of \$98,554.40, resulting in a new total contract amount of \$16,309,018.12; and

WHEREAS, said contract increase will exceed the General Manager, Chief Executive Officer's change order signing authority; and

WHEREAS, the General Manager, Chief Executive Officer is seeking Board authority to reinstate her change order signing authority in its entirety; and

WHEREAS, the General Manager, Chief Executive Officer deems acceptance of the offer of The Great Lakes Construction Co., as negotiated, to be in the best interest of the Authority and recommends acceptance thereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the negotiated offer from The Great Lakes Construction Co. to provide additional construction services under Project 52N – Tower City East Portal Rehabilitation be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to amend Contract No. 2023-155 with The Great Lakes Construction Co. to include these additional construction services.

Section 3. This change order shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to, Capital Grant OH-2019-037-307 in an amount not to exceed \$98,554.40 (\$78,843.52 in federal funds which represents 80% of the total cost), for a new total contract amount of \$16,309,018.12.

Section 4. That the General Manager, Chief Executive Officer's change order signing authority is reinstated in its entirety.

Section 5. That all other terms and conditions of said contract shall remain unchanged.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT: HASTUS SOFTWARE HOSTING</b>  <b>VENDOR: GIRO, INC.</b>  <b>AMOUNT: NOT TO EXCEED \$213,744.00 FOR A PERIOD OF ONE YEAR</b>	<b>Resolution No.:</b> 2025-17
	<b>Date:</b> January 16, 2025
	<b>Initiator: Information Technology Department</b>
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract with GIRO, Inc. ("GIRO") to continue providing offsite hosting services for the Authority's dispatch, operator self-service, and scheduling software ("HASTUS") for a period of one year.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority relies on its HASTUS software to manage operator work performance, scheduling, daily work and payroll. The software was implemented in 2012. The Authority hosted and maintained the servers, operating systems, and databases for HASTUS from 2012-2023. Maintaining the HASTUS system internally created a burden on resources and exposed the Authority to risks associated with having a single point of failure. Utilizing GIRO to host the software offsite frees up critical resources and provides for a more redundant and reliable solution.
- 3.0 **PROCUREMENT BACKGROUND:** R.C. 306.43(H)(3) provides that competitive procedures are not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof, as supplied by the original source or its successors or assigns. GIRO is the original provider of the Authority's HASTUS software and developed the software on a proprietary basis, thereby making GIRO the only source for providing modifications, development or maintenance services for the software. The Authority has an ongoing need to have its HASTUS software hosted.

The Procurement Department requested a proposal from GIRO on November 21, 2024. GIRO offered to provide dispatch, operator self-service, and scheduling software hosting services for the Authority's HASTUS software for a period of one year in a total contract amount not to exceed \$213,744.00. The Information Technology, Intelligent Transportation Systems and Procurement Departments reviewed the proposal for adherence to the technical requirements. The proposal submitted by GIRO, as negotiated, is approximately 2% below the independent cost estimate of \$218,000.00, which was based on historical pricing.

A cost analysis has been performed, and the Procurement Department has determined that the negotiated price is fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 ECONOMIC IMPACT: This contract shall be payable through the General Fund, Information Technology Department budget, in an amount not to exceed \$213,744.00 for a period of one year.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would leave the Authority's HASTUS software application susceptible to potential downtime which could impact the Authority's ability to manage operator work performance, scheduling, daily work and payroll.
- 8.0 RECOMMENDATION: It is recommended that the offer from GIRO be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.



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General Manager, Chief Executive Officer

RESOLUTION NO. 2025-17

AUTHORIZING CONTRACT NO. 2024-219 WITH GIRO, INC. TO PROVIDE HASTUS SOFTWARE HOSTING SERVICES FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$213,744.00 (GENERAL FUND, INFORMATION TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") currently utilizes GIRO, Inc. ("GIRO") licensed proprietary products ("HASTUS") for its bid dispatch, operator self-service, and scheduling software applications; and

WHEREAS, the HASTUS software is proprietary to GIRO, the original provider and installer of this software; and

WHEREAS, the Authority transitioned its HASTUS software applications from on-premise to a hosted solution through GIRO in 2023; and

WHEREAS, GIRO has offered to continue to provide hosting services for the Authority's HASTUS bid dispatch, operator self-service, and scheduling software applications; and

WHEREAS, R.C. 306.43(H)(3) provides that competitive procedures are not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns; and

WHEREAS, the offer from GIRO, located at 75 Port-Royal Street East, Suite 500, Montreal, QC H3L 3T1, Canada, to provide HASTUS hosting services for one year at a total price not to exceed \$213,744.00 was agreed upon; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer from GIRO, as negotiated, to provide hosting services for the Authority's HASTUS software applications for a period of one year, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer from GIRO, as negotiated, to provide hosting services for the Authority's HASTUS software applications for a period of one year be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with GIRO, as negotiated, to provide hosting services for the Authority's HASTUS software applications for a period of one year.

Section 3. That said contract will be funded through the RTA General Fund, Information Technology Department budget, in a total contract amount not to exceed \$213,744.00 for a period of one year.



Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Authority's Board of Trustees expects that GIRO will attempt to exceed the 0% DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT: MOTOROLA RADIO EQUIPMENT AND SOFTWARE ANNUAL MAINTENANCE – THREE YEARS</b>  <b>VENDOR: MOTOROLA SOLUTIONS, INC.</b>  <b>AMOUNT: AMOUNTS NOT TO EXCEED \$114,936.64 FOR YEAR ONE, \$120,683.44 FOR YEAR TWO, AND \$126,717.61 FOR YEAR THREE, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$362,337.63</b>	<b>Resolution No.:</b> 2025-18
	<b>Date:</b> January 16, 2025
	<b>Initiator: Information Technology Department</b>
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority (“Authority”) to enter into a contract for continued annual maintenance for its Motorola radio equipment software for a period of three years.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority utilizes Motorola Solutions, Inc. (“Motorola”) radio equipment and applicable software for audio communications on its fixed route bus, Paratransit, and Rail vehicles as well as within Dispatch and Transit Police. Maintenance is vital for keeping the communications system functional at all times.
- 3.0 **PROCUREMENT BACKGROUND:** R.C. 306.43(H)(3) provides that competitive procedures are not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof, as supplied by the original source or its successors or assigns. Motorola is the original provider and manufacturer of the Authority’s radio communications equipment and software.

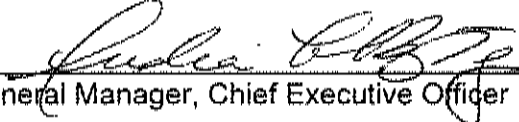
The Procurement Department received a proposal from Motorola on November 15, 2024. The proposal was reviewed by representatives from the Information Technology and Procurement Departments and determined to be technically compliant and advantageous to the Authority. After negotiations, amounts not to exceed \$114,936.64 for year one, \$120,683.44 for year two, and \$126,717.61 for year three, for a total contract amount not to exceed \$362,337.63, were agreed upon. The total contract price is 2.3% below the independent cost estimate of \$371,995.00.

A cost analysis has been performed, and the Procurement Department has determined that the negotiated price is fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the General Fund, Information Technology Department budget, in negotiated amounts not to exceed \$114,936.64 for year one, \$120,683.44 for year two, and \$126,717.61 for year three, for a total contract amount not to exceed \$362,337.63 for the three-year period.

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would suspend maintenance of the Authority's radio communications equipment and software, potentially causing a lapse in communication throughout the Authority's communication centers.
- 8.0 RECOMMENDATION: It is recommended that the offer from Motorola be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-18

AUTHORIZING CONTRACT NO. 2024-221 WITH MOTOROLA SOLUTIONS, INC. FOR MOTOROLA RADIO EQUIPMENT AND SOFTWARE ANNUAL MAINTENANCE IN AMOUNTS NOT TO EXCEED \$114,936.64 FOR YEAR ONE, \$120,683.44 FOR YEAR TWO, AND \$126,717.61 FOR YEAR THREE, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$362,337.63 FOR THE THREE-YEAR PERIOD (GENERAL FUND, INFORMATION TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has a need to maintain its radio communications equipment and software in order to preserve communications between fixed-route, Paratransit and Rail vehicles as well as within Dispatch and Transit Police; and

WHEREAS, the Authority currently utilizes Motorola Solutions, Inc. ("Motorola") as its provider for equipment, software and maintenance of its radio communications equipment and services throughout its system for communications; and

WHEREAS, R.C. 306.43(H)(3) provides that competitive procedures are not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns; and

WHEREAS, the offer from Motorola, located at 12420 Plaza Drive, Parma, Ohio 44130, to provide annual maintenance for the Authority's Motorola radio communications equipment and software for a period of three years in amounts not to exceed \$114,936.64 for year one, \$120,683.44 for year two, and \$126,717.61 for year three, for a total contract amount not to exceed \$362,337.63, was received on November 15, 2024; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer from Motorola to provide annual maintenance for the Authority's Motorola radio communications equipment and software for a period of three years, as negotiated, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer from Motorola to provide annual maintenance for the Authority's Motorola radio communications equipment and software for a period of three years be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Motorola Solutions, Inc. to provide annual maintenance for the Authority's Motorola radio communications equipment and software for a period of three years.

Section 3. That said contract will be funded through the General Fund, Information Technology Department budget, in negotiated amounts not to exceed \$114,936.64 for year one, \$120,683.44 for year two, and \$126,717.61 for year three, for a total contract amount not to exceed \$362,337.63 for the three-year period.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Authority's Board of Trustees expects that Motorola will attempt to exceed the 0% DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT: "PASS" MOBILE APPLICATION LICENSING AND IMPLEMENTATION SERVICES</b>  <b>VENDOR: TRAPEZE SOFTWARE GROUP, INC.</b>  <b>AMOUNT: NOT TO EXCEED \$170,922.00</b>	<b>Resolution No.:</b> 2025-19
	<b>Date:</b> January 16, 2025
	<b>Initiator:</b> Information Technology Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a negotiated agreement with Trapeze Software Group, Inc. ("Trapeze") to provide its "PASS" mobile application module, including licensing and implementation services.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority currently utilizes the Trapeze PASS application to aid its Paratransit customers. The purpose of this project is to implement a mobile application compatible with Android and iOS devices that will allow customers to track their rides and cancel trips independently. This solution will improve operations and service efficiency, as well as provide for an enhanced customer experience. The mobile application will also allow the Authority to implement technology that will align it with industry standards comparable to other peer transit agencies.
- 3.0 **PROCUREMENT BACKGROUND:** R.C. 306.43(H)(3) provides that competitive procedures are not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof, as supplied by the original source or its successors or assigns. Trapeze is the original provider of the Authority's PASS mobile application and developed the software on a proprietary basis, thereby making Trapeze the only source for providing modifications, development or maintenance services for the software.

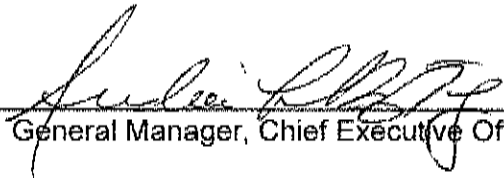
The Procurement Department received a proposal from Trapeze on October 24, 2024. Trapeze offered to provide and implement the PASS mobile application module at a total contract amount not to exceed \$170,922.00. The proposal from Trapeze was reviewed by the Information Technology, Paratransit and Procurement Departments for adherence to technical requirements. The proposal submitted by Trapeze, as negotiated, is approximately 2% below the independent cost estimate of \$275,000.00.

A cost analysis has been performed, and the Procurement Department has determined that the price is fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for procurement due to the lack of certified DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the RTA Development Fund, Information Technology Department budget, including but not limited to Capital Grant OH-2021-050-307 for a total contract amount not to exceed \$170,922.00 (\$136,737.60 in federal funds which represents 80% of the total cost).
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would prevent or delay the Authority's ability to provide its Paratransit customers access to the Trapeze PASS mobile application and the benefits the application will provide.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the January 7, 2025 Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the offer of Trapeze, as negotiated, be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-19

AUTHORIZING CONTRACT NO. 2024-165 WITH TRAPEZE SOFTWARE GROUP, INC. TO PROVIDE "PASS" MOBILE APPLICATION LICENSING AND IMPLEMENTATION SERVICES IN AN AMOUNT NOT TO EXCEED \$170,922.00 (RTA DEVELOPMENT FUND, INFORMATION TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") currently utilizes Trapeze Software Group, Inc. ("Trapeze") licensed software applications ("PASS") for its Paratransit customers and operations; and

WHEREAS, the Authority's PASS software is proprietary to Trapeze, the original developer and provider of this software; and

WHEREAS, Trapeze has offered to provide the Authority with the PASS mobile application licensing and implementation services; and

WHEREAS, R.C. 306.43(H)(3) provides that competitive procedures are not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns; and

WHEREAS, the offer from Trapeze, located at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402, to provide the PASS mobile application licensing and implementation services in an amount not to exceed \$170,922.00 was received on October 24, 2024; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer from Trapeze, as negotiated, to provide PASS mobile application licensing and implementation services, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer from Trapeze, as negotiated, to provide PASS mobile application licensing and implementation services be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Trapeze to provide PASS mobile application licensing and implementation services.

Section 3. That said contract will be funded through the RTA Development Fund, Information Technology Department budget, including but not limited to Capital Grant OH-2021-050-307 at a total contract amount not to exceed \$170,922.00 (\$136,737.60 in federal funds which represents 80% of the total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the specifications and addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.



Section 5. That the Authority's Board of Trustees expects that Trapeze will attempt to exceed the 0% DBE goal assigned to this procurement.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



TITLE/DESCRIPTION:		Resolution No.:
CONTRACT:	PURCHASE AND SALE AGREEMENT FOR A 1.35 ACRE PARCEL OF REAL PROPERTY LOCATED AT 10300 DETROIT AVENUE, CLEVELAND, OH, 44102	2025-20
BUYER:	FLAHERTY & COLLINS DEVELOPMENT, LLC	Date: January 16, 2025
PURCHASE PRICE:	\$150,000.00	Initiator: Programming and Planning
ACTION REQUEST:		
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

1.0 PURPOSE/SCOPE: The resolution seeks approval for the Greater Cleveland Regional Transit Authority ("Authority") to enter into a Purchase and Sale Agreement with Flaherty & Collins Development, LLC ("FC") for the proposed sale of 1.35 acres of excess real property primarily comprised of Cuyahoga County Permanent Parcel Number 001-32-012 at 10300 Detroit Avenue, Cleveland, OH 44102, which is adjacent to the West Boulevard-Cudell Red Line Rapid Transit Station. This Purchase and Sale Agreement will sell the 1.35 acre parcel to FC. This allows FC to apply to the City of Cleveland for any project permits and entitlements that are needed to advance the residential transit-oriented development ("TOD") project to the construction phase. This proposed property sale will remove excess real property from the Authority's real property inventory and promote TOD on vacant land.

2.0 DESCRIPTION/JUSTIFICATION: The Authority acquired this property from the City of Cleveland in 1975 via the Mass Transit System Transfer Agreement of 1975 which transferred the assets of the Cleveland Transit System to the Authority. The site offered for sale is vacant land and has been listed on the Authority's Excess Real Property Inventory and Utilization Plan since 2016. Sale of this property will not adversely affect rail operations and will promote a TOD project immediately adjacent to a busy rail station.

A residential TOD was determined to be the highest and best use for this excess property to promote the TOD and economic development goals and objectives of the Authority. The TOD project will enhance transit ridership and the value of the existing real estate assets at the West Boulevard-Cudell Rapid Transit Station.

FC intends to develop a 62-unit affordable housing project on this 1.35-acre site.

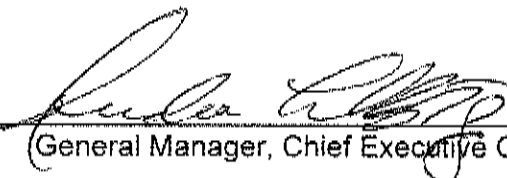
To facilitate FC's efforts to secure project financing, the Authority executed an Option Agreement for the sale of the property with FC on November 16, 2022. This action was authorized by Resolution 2022-97 adopted by the Board of Trustees on October 25, 2022. The Authority set the current purchase price after confirmation of fair market value by MAI appraisal report and review appraisal report.

This proposed property sale will not inhibit the operation of the West Boulevard-Cudell Rapid Transit Station. It will promote the TOD and economic development goals and objectives of the Authority. It will also promote increased ridership for the Authority since FC will execute a Transit Fare Agreement with GCRTA and provide a transit pass with each apartment unit. Additionally, FC will grant the Authority a permanent easement across the property for the purpose of accessing the Red Line tracks that run adjacent to the project property.

FC, based in Indianapolis, IN, is a nationally known developer of multi-family housing projects. FC has both experience and current development activity in northeast Ohio.

- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: The proposed Purchase and Sale Agreement is consistent with the Real Estate and TOD Policies of the Authority.
- 6.0 ECONOMIC IMPACT: The purchase price of \$150,000.00 was established after an MAI appraisal and review appraisal of fair market value for the property. This property sale will also reduce the Authority's operating costs, eliminating current expenses for maintaining the property.
- 7.0 ALTERNATIVES: The Authority can refuse to enter into a Purchase and Agreement with FC for Permanent Parcel Number 001-32-012 and continue to maintain the property and market the property for TOD.
- 8.0 RECOMMENDATION: Staff recommends approval of the proposed Purchase and Sale Agreement with FC to support the initiation of a TOD project on the subject parcel.
- 9.0 ATTACHMENTS:
  - A. Location Map
  - B. Purchase and Sale Agreement Draft
  - C. County Property Summary Report

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

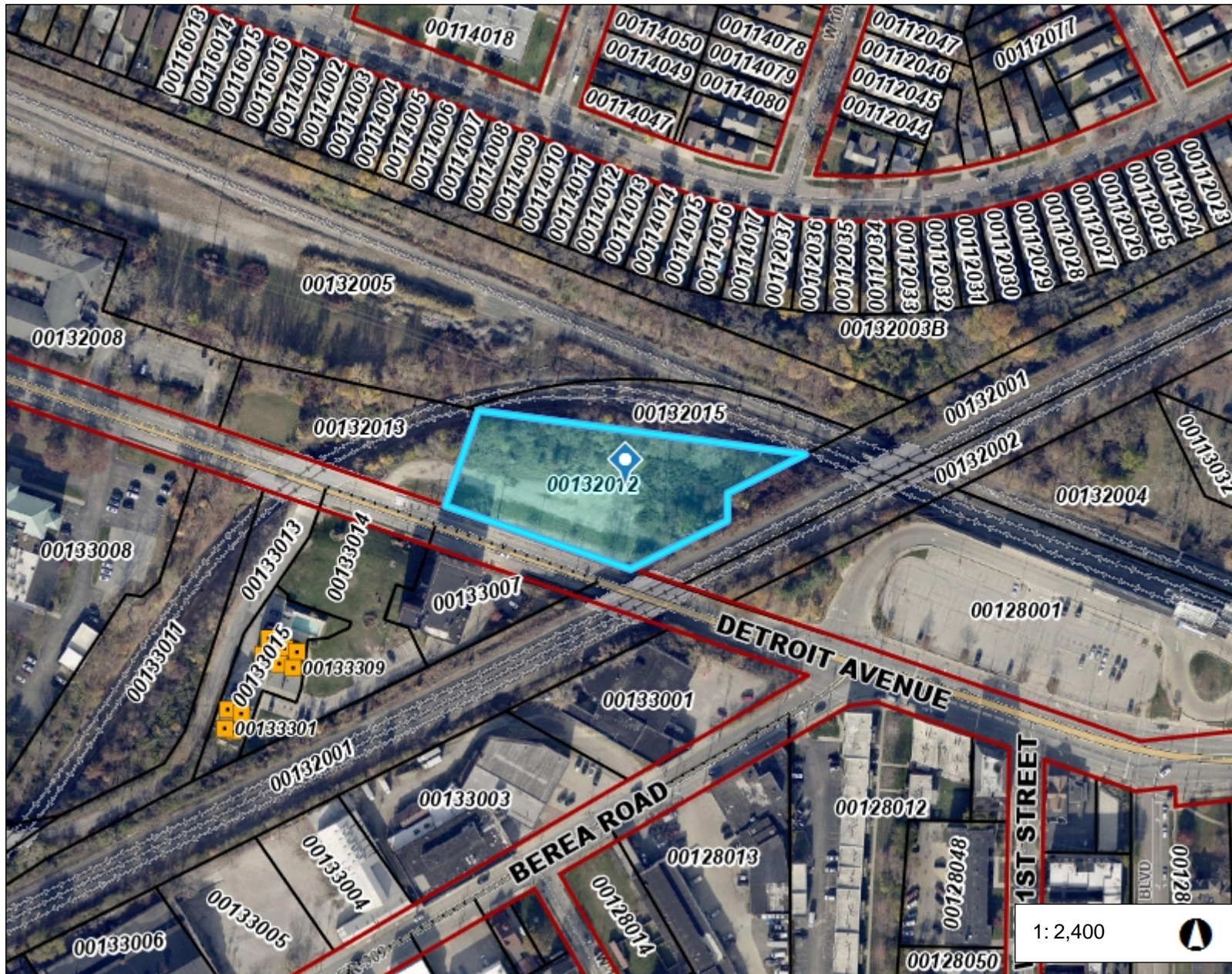
  
\_\_\_\_\_  
General Manager, Chief Executive Officer



# ATTACHMENT A



## Location Map - PPN 001-32-012



Date Created: 1/14/2025

### Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel
- Private Road

1: 2,400



400 0 200 400 Feet

Projection:  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# ATTACHMENT B

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into between **Flaherty & Collins Development, LLC** ("Purchaser"), an Indiana limited liability company with an office at One Indiana Square, Suite 3000, Indianapolis, IN 46204, and the **Greater Cleveland Regional Transit Authority** ("Seller"), a political subdivision of the State of Ohio with an office at 1240 West 6<sup>th</sup> Street, Cleveland, OH 44113. This Agreement is entered into under the authority of Seller's Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_. The date of this Agreement ("Effective Date") shall be the last date of execution by either of the parties.

### ARTICLE 1 – PROPERTY

Seller agrees to sell and Purchaser agrees to buy a consolidated parcel of real property located adjacent to the West Boulevard-Cudell Rapid Transit Station on Detroit Avenue, Cleveland, Ohio 44102 containing 58,617 square feet (1.3457 Acres), to be split and consolidated from portions of permanent parcel numbers 001-32-012, 001-32-013 and 001-32-015, which is delineated as Parcel A on the survey plat which is titled **Exhibit A Legal Description of Property** and attached hereto and incorporated herein, together with the improvements located thereon and all of the appurtenances, rights, privileges, licenses, and easements belonging thereunto (collectively, the "Property").

Purchaser is purchasing:

- a. All of Seller's right, title, and interest in the Property described as Parcel A on Exhibit A, which is attached to and incorporated into this Agreement;
- b. All of Seller's right, title, and interest in any improvements affixed to the Property; and
- c. All rights, privileges, entitlements, easements, and appurtenances pertaining to the Property and improvements, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way.

Purchaser acknowledges the sale of Property is subject to approval by the Federal Transit Administration and Seller's Board of Trustees (the "Required Approvals"). Seller acknowledges that if the Required Approvals has not been obtained on or before the Closing Date (hereinafter defined), as the same may be extended by mutual agreement of the parties, this Agreement will terminate and any earnest money paid by Purchaser shall be returned upon demand.

### ARTICLE 2 – PURCHASE PRICE AND EARNEST MONEY AND ADDITIONAL CONSIDERATION

A. The total purchase price for the Property ("Purchase Price") shall be One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00) payable in cash on the Closing Date. On or before the Closing Date, Purchaser shall deposit the Purchase Price in escrow with Kensington

Vanguard National Land Services ("Escrow Agent" and "Title Company"), 450 E. 96<sup>th</sup> Street, Suite 500, Indianapolis, IN 46260 Attention: Monica Chavez, (317) 810-2631.

B. Upon execution of this Agreement by Seller, Purchaser shall deposit Five Thousand & 00/100 Dollars (\$5,000.00) into an escrow account with the Escrow Agent as earnest money (the "Deposit"), to be credited against the Purchase Price at Closing. The Deposit shall be deposited into a federally insured account. The Deposit shall only be returned to the Purchaser if: (1) the Seller does not attain the Required Approvals; (2) Seller does not satisfactorily resolve an objection to a title exception, pursuant to Article 4.C.(i), below; (3) Seller does not obtain the release or modification of any Leases affecting the Property, pursuant to Article 4.D. below; or (4) Purchaser terminates the transaction pursuant to Article 5.B. below. If this transaction is not consummated for any reason other than set forth above, the Deposit shall be disbursed to the Seller.

C. As additional consideration for the purchase, the Parties agrees that:

1. Purchaser will grant Seller a perpetual easement across the Property for the purpose of allowing Seller to access its transit rail infrastructure that is adjacent to the Property. The easement will be consistent with the draft easement attached hereto as **Exhibit B**.
2. Purchaser will purchase one transit pass for each apartment unit in the Project which will be constructed on the Property; this commitment will be further set forth in the draft Transit Fare Agreement attached hereto as **Exhibit C**.
3. The Parties will cooperate in good faith to prepare, execute, record or otherwise file the documents necessary to accomplish any lot splits or consolidations needed to assemble the Property for Purchaser's planned development and to divide it from the Seller's transit rail property, as well as any documents needed for the perpetual easement and transit pass commitment that are described in this Article 2.

### ARTICLE 3 – PURCHASER'S INSPECTIONS/INDEMNIFICATION/SELLER'S DELIVERIES

- A. Seller shall arrange access, at mutually agreeable dates and times, to all areas of the Property to enable Purchaser and its agents to enter the Property and to conduct inspections, tests, borings, or surveys. In the event that this transaction does not close, then the Purchaser shall repair any damage to the Property caused by the Purchaser's investigation, tests and/or studies.
- B. The Purchaser hereby indemnifies and holds harmless the Seller, Seller's officers, agents, employees, successors and assigns from any and all claims, loss, cost, damages, expense and liability, including attorneys' fees, for or from loss of life or damage or injury to any person or property of any person, including, without limitation, the agents, employees, invitees and licensees of either of the parties arising out of, connected with or incidental to, either directly or indirectly, with Purchaser's entry, investigation, testing or assessment of the Property during this right of entry.
- C. Purchaser shall require its contractors, subcontractors and agents to defend, indemnify and hold harmless the Seller, Seller's officers, agents, employees, successors and assigns from any and all claims, loss, cost, damages, expense and liability, including attorneys' fees, for or from loss of life or damage or injury to any person or property of any person, including, without limitation, the agents,

employees, invitees and licensees of either of the parties arising out of, connected with or incidental to, either directly or indirectly, with their own entry, investigation, testing or assessment of the Property during this right of entry.

D. The foregoing indemnification provision shall survive the termination of this Agreement.

E. Within thirty (30) days of the Effective Date, Seller shall deliver to Purchaser the following documents or information that are within Seller's possession or control ("Seller's Deliveries"):

1. A copy of Seller's current title policy if one exists;
2. Any environmental or geotechnical reports, wetlands study, tree studies and/or surveys, wetlands documentation, flood plain, drainage, road improvement, utility construction or other documents pertaining to the condition of the Property in the custody and control of the Seller;
3. The identity of any party who has any environmental or geotechnical reports, wetlands study, tree studies and/or surveys, wetlands documentation, flood plain, drainage, road improvement, utility construction or other documents pertaining to the condition of the Property that is not in the possession or control of Seller, to the extent that the identity of such party is known to Seller; and
4. A copy of any existing survey of the Property.

Seller shall use commercially reasonable efforts to secure the foregoing Seller's Deliveries from all vendors who have prepared them on behalf of Seller. In the event it is determined during the Study Period (as defined in Article 5) that Seller has not timely furnished any of the above Seller's Deliveries, the Study Period shall be extended by the number of days such delivery was delayed.

#### **ARTICLE 4 – TITLE TO PREMISES**

A. Seller shall convey insurable (with all standard exceptions deleted provided Purchaser, at Purchaser's cost, obtains an acceptable Survey as defined herein) and marketable title to the Property to Purchaser by Quitclaim Deed, to be prepared by Seller and subject to Purchaser's approval (the "Deed").

B. On or before ten (10) days after the Effective Date, Purchaser at Purchaser's cost shall obtain a commitment ("Commitment") issued by Escrow Agent for an ALTA Owner's Title Insurance Policy Form 2006 ("Title Policy") in an amount equal to the Purchase Price showing title to the Property in Seller and naming Purchaser as the proposed insured. The Commitment shall be accompanied by copies of all documents listed as exceptions to title or otherwise affecting title to the Property. Purchaser may also, at Purchaser's cost, obtain an ALTA survey ("Survey") prior to the expiration of the initial Study Period, which shows the location of the Property and all easements, rights of way and other matters contained in the Schedule B exceptions to the Commitment that are capable of being shown on the Survey (the Survey and all documents evidencing exceptions to title are hereinafter referred to as the "Related Documents").

C. Purchaser shall have thirty (30) days after receipt of the Commitment and Related Documents to review title to the Property. If Purchaser notifies Seller that it does not approve of any title exceptions within said thirty (30) day period, Seller shall then have thirty (30) days from

such notice in which to resolve such objections and shall undertake to do so in good faith, but shall not be required to do so except for the discharge at Closing of liens as defined below. If Seller does not satisfactorily resolve such objections within thirty (30) days, then Purchaser, at its option, may either (i) terminate this Agreement within fifteen (15) days from receipt of Seller's notice such that such objection has not been resolved, in which event the Deposit shall be paid to Purchaser, Seller shall pay escrow and title charges incurred to date, and thereupon the parties shall be relieved of all further obligations hereunder, or (ii) waive the objection and accept title at Closing with such objection, without any reduction in the Purchase Price and such objections then being deemed additional Permitted Exceptions. Purchaser's review shall be limited to assuring that title exceptions will not materially and adversely affect Purchaser's intended use of the Property and will not be objectionable to Purchaser's lender or equity investor. Notwithstanding any other provision in this Agreement to the contrary, Purchaser shall not be required to give Seller notice to cure or remove any mortgage lien, security interest, judgment, personal property tax, mechanics or other lien capable of cure by payment of a liquidated sum (a "Lien"), as Purchaser shall be deemed to have objected to such Liens and Seller shall be unconditionally obligated, at its expense, to cause such Liens to be released of record on or before the Closing Date. Although Purchaser is given additional days for the Study Period and Approval Period (see Section 5 below), Purchaser may not seek to resolve title exceptions more than thirty (30) days after receipt of the Commitment and Related Documents.

D. If there are oil or gas leases or billboard/outdoor advertising leases affecting the Property (collectively, "Leases"), and Purchaser objects to them, Seller covenants and agrees, without cost to Purchaser, to use its best efforts to either: (i) cause the Leases to be released of record insofar as they pertain to the Property; or (ii) cause any oil or gas Leases to be modified of record such that no entry upon the surface of the Property is permissible by the lessees thereunder and no slant drilling from lands adjacent to the Property will be permissible; provided, however, that the lessees under any oil or gas Leases may include the land for purposes of unitization. In the event such best efforts on the part of Seller are not successful within thirty (30) days after receipt of Purchaser's notice objecting to them, then, unless Purchaser waives any objections to the status of the Leases or the parties otherwise agree, Purchaser may terminate this Agreement and (i) the Deposit shall be returned to Purchaser; (ii) Purchaser shall pay all Escrow costs incurred to date; and (iii) neither party shall have any other obligation with respect to this Agreement.

E. From and after the date of execution of this Agreement by Seller, Seller shall not:

1. Permit any third party to adversely affect Seller's title to the Property and will not permit any new or additional exceptions to title to be created except those that will be removed at or prior to the Closing Date; or
2. Enter into any contracts or agreements pertaining to the Property that are not cancelable upon thirty (30) days' notice.

## **ARTICLE 5 – CLOSING DATE/STUDY PERIOD/CONDITIONS**

A. The Closing Date shall be sixty (60) days after expiration of Purchaser's Approval Period as defined in this Article 5, Section C below. Seller shall deliver the Property to Purchaser at Closing free and clear of all tenancies. Purchaser in its sole discretion may waive or shorten the Study Period and/or Approval Period upon written notice to Seller, and the Closing Date shall



be determined accordingly, subject to Seller obtaining the Required Approvals prior to the proposed Closing Date.

B. Purchaser shall have a ninety (90) day study period ("Study Period") beginning on the Effective Date, during which Purchaser may investigate and evaluate the potential of the Property for the Purchaser's desired uses, including but not limited to zoning, municipal approvals, environmental issues, geotechnical issues and engineering studies. Purchaser shall diligently and in good faith pursue such investigation and evaluation during the Study Period. If during the Study Period Purchaser determines that, for any reason, the Property is not suitable for Purchaser's purpose, Purchaser may in its sole discretion, terminate this transaction and (i) thereupon this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder, except for those rights and obligations that, by their terms, expressly survive any such termination, and (ii) the Deposit shall be returned to Purchaser, but Purchaser shall pay all escrow and title charges incurred to date, and any costs and expenses incurred in connection with obtaining a Survey, costs related to the preparation and approval of the Plat of Lot Split creating the Property and costs and expenses related to zoning for the Project. In the event Purchaser does not elect to terminate this transaction at the end of the Study Period, Purchaser shall be deemed to have waived its right to terminate based on environmental issues, geotechnical issues and engineering studies, title, and survey. Upon expiration of the Study Period, Purchaser shall have the right to post a development sign on the Property.

C. Purchaser shall have a ninety (90) day approval period ("Approval Period") beginning on the expiration of the Study Period if Purchaser has not terminated this Agreement in which to further obtain all necessary governmental approvals for Purchaser's proposed use as the Project.

## **ARTICLE 6 – TAXES AND ASSESSMENTS**

As of the date of Closing, the Escrow Agent shall prorate between Seller and Purchaser all real estate taxes ("Taxes") levied against the Property according to the most recent tax bill for the Property, which proration shall be binding on both Seller and Purchaser, absent manifest error. Seller shall be responsible for any general and special assessments levied against the Property prior to Closing.

## **ARTICLE 7 – REPRESENTATIONS, WARRANTIES AND COVENANTS**

A. As a material inducement for Purchaser to enter into this Agreement, Seller represents, warrants and covenants as follows:

1. Fee simple ownership of the Property is vested solely in Seller and no other party has an interest in the Property, the Property shall be delivered at Closing free and clear of all tenancies;
2. No legal actions or administrative proceedings of any type (including condemnation or similar proceedings) are pending or (to the best of Seller's actual knowledge) threatened against the Property;
3. Subject to the limitations set forth above, and subject to receipt of the Required Approvals, Seller has all necessary power and authority to

execute this Agreement, perform all of its obligations hereunder and convey the Property;

4. Seller has no knowledge and has not received notice of any violations of any law, statute, ordinance, or other governmental regulation by or affecting the Property; and
5. On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property that have not been fully paid for and Seller shall cause to be discharged all mechanics or materialmen liens arising from any labor or materials furnished to the Property prior to the Closing Date.

B. The representations and warranties set forth in Article 7.A are true and correct on the Effective Date, shall be true and correct on the Closing Date, and shall survive the Closing.

C. As a material inducement for Seller to enter into this Agreement, Purchaser represents and warrants that Purchaser has all necessary power and authority and no consent of any third party is required for Purchaser to execute this Agreement, perform all of its obligations hereunder and purchase the Property.

D. Except as otherwise expressly set forth herein, the Purchaser acknowledges that:

1. the Seller has made no representation or warranty of any kind with respect to the Property, including, without limitation, the use to which it may be put or the condition, environmental or otherwise, of the Property; and
2. It is relying upon its own investigations, tests and studies with respect to the condition, environmental or otherwise of the Property and agrees to accept the Property in its "as is, where is, with all faults" condition on the Closing Date, in accordance with Article 3.

## **ARTICLE 8 – CLOSING AND ESCROW CHARGES**

A. At such time as the Escrow Agent has in its possession all funds representing the Purchase Price and all documents required from Purchaser and Seller, Escrow Agent shall file the Deed for record. The escrow shall be subject to the Escrow Agent's standard conditions of acceptance, except that if there is any conflict or inconsistency between the Escrow Agent's standard conditions and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern.

B. The Escrow Agent shall deliver to Purchaser the Deed, Purchaser's title insurance policy, other documents due Purchaser, and all funds remaining to the credit of Purchaser after charging Purchaser with:

1. The cost of recording the Deed;
2. All costs associated with any mortgage loan obtained by the Purchaser;
3. The cost of the transfer tax and any other transfer or conveyance fee;

4. The cost of the escrow fee;
5. All costs associated with the Plat of Lot Split, any Survey, and rezoning;
6. The cost of the title examination and issuance of the Commitment and premium cost to obtain an Owner's Policy in the amount of the Purchase Price; and
7. Amounts due Seller by reason of prorations hereunder.

C. The Escrow Agent shall deliver to Seller the balance of the funds in its possession to the credit of Seller after charging Seller and deducting from such funds:

1. Any amounts that are required to satisfy any outstanding Liens; and
2. Amounts due Purchaser by reason of prorations hereunder.

#### **ARTICLE 9 – BROKER**

Purchaser and Seller warrant and represent each to the other that neither has dealt with any real estate broker or finder in connection with this transaction. Purchaser and Seller agree to hold each other harmless against all claims for brokerage commissions or fees and/or finder's fees made by a person or firm, other than as disclosed herein, claiming (i) to have been retained by the indemnifying party, or (ii) to be the procuring cause of this transaction due to any act or authorization of the indemnifying party. This hold harmless shall survive the Closing of this transaction or the termination of this Agreement.

#### **ARTICLE 10 – REMEDIES**

A. If Seller breaches any of its covenants, agreements, representations, or warranties, then provided such breach has not been cured within fifteen (15) days after written notice thereof, Purchaser may declare this Agreement terminated, the Deposit shall be returned to Purchaser, all title and escrow costs shall be paid by Seller and thereafter the parties shall be released of all further liability hereunder. The Purchaser specifically waives any other legal or equitable remedy.

B. In the event Purchaser defaults in its obligations and provided such default has not been cured within fifteen (15) days after written notice thereof, then this Agreement shall terminate and Purchaser shall pay all title and escrow charges incurred, the Earnest Money and all Extension Payments, if any, shall be paid to Seller as final and liquidated damages, the Seller specifically waiving any other legal or equitable remedy and all other rights and obligations of the parties hereunder shall automatically be terminated.

#### **ARTICLE 11 – MISCELLANEOUS**

A. This instrument constitutes the entire agreement between the parties hereto with respect to the transaction herein contemplated and shall not be modified unless in writing and signed by all parties hereto.

B. Any notice required hereunder shall be deemed duly given upon receipt or refusal if delivered personally, sent by national overnight courier, mailed by registered or certified United States Mail, return receipt requested, postage prepaid and addressed or transmitted as follows:

If to Seller:

The Greater Cleveland Regional Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113  
Attn: James Rusnov, Senior Real Estate Manager

With a copy to:

The Greater Cleveland Regional Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113  
Attn: Janet E. Burney, General Counsel

If to Purchaser:

Flaherty & Collins Development, LLC  
One Indiana Square, Suite 3000  
Indianapolis, IN 46204  
Attn: Julie Collier

With a copy to:

Flaherty & Collins Properties  
One Indiana Square, Suite 3000  
Indianapolis, IN 46204  
Attn: Corporate Counsel

C. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Purchaser may not assign its rights and obligations under this agreement without the prior written consent of the Seller.

D. Each term, covenant, and condition contained herein shall remain in full force and effect until the same has been fully performed.

E. Seller and Purchaser agree to cooperate in furtherance of this transaction and to execute any and all documents reasonably required to consummate this transaction. In the event of a dispute between the parties, the prevailing party shall be entitled to reimbursement for its costs, incurred as a result of such dispute. Seller hereby authorizes Purchaser to apply for any necessary governmental approval(s) required for Purchaser's proposed use of the Property as the Project, including zoning, provided any re-zoning shall only be effective after Closing and shall be obtained at Purchaser's sole cost and expense.

F. This Agreement shall be construed in accordance with the laws of the State of Ohio. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect for any reason, that such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement.

G. Risk of loss to any improvements located on the Property or to the Property shall remain with the Seller until transfer of possession to the Purchaser which shall be on the Closing Date. In the event of an insured loss prior to Closing, Purchaser shall have the option of: (i) accepting the Property in its damaged condition as the result of such insured loss and receive the Seller's insurance proceeds together with Seller's insurance deductible at Closing; or (ii) terminating this Agreement.

H. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which any period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

I. This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:  
GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY

By: \_\_\_\_\_  
India L. Birdsong Terry  
General Manager, Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Janet E. Burney, General Counsel  
Deputy General Manager for Legal Affairs

PURCHASER:  
FLAHERTY & COLLINS DEVELOPMENT,  
LLC

By: \_\_\_\_\_  
[insert name]  
[insert title]

Date: \_\_\_\_\_

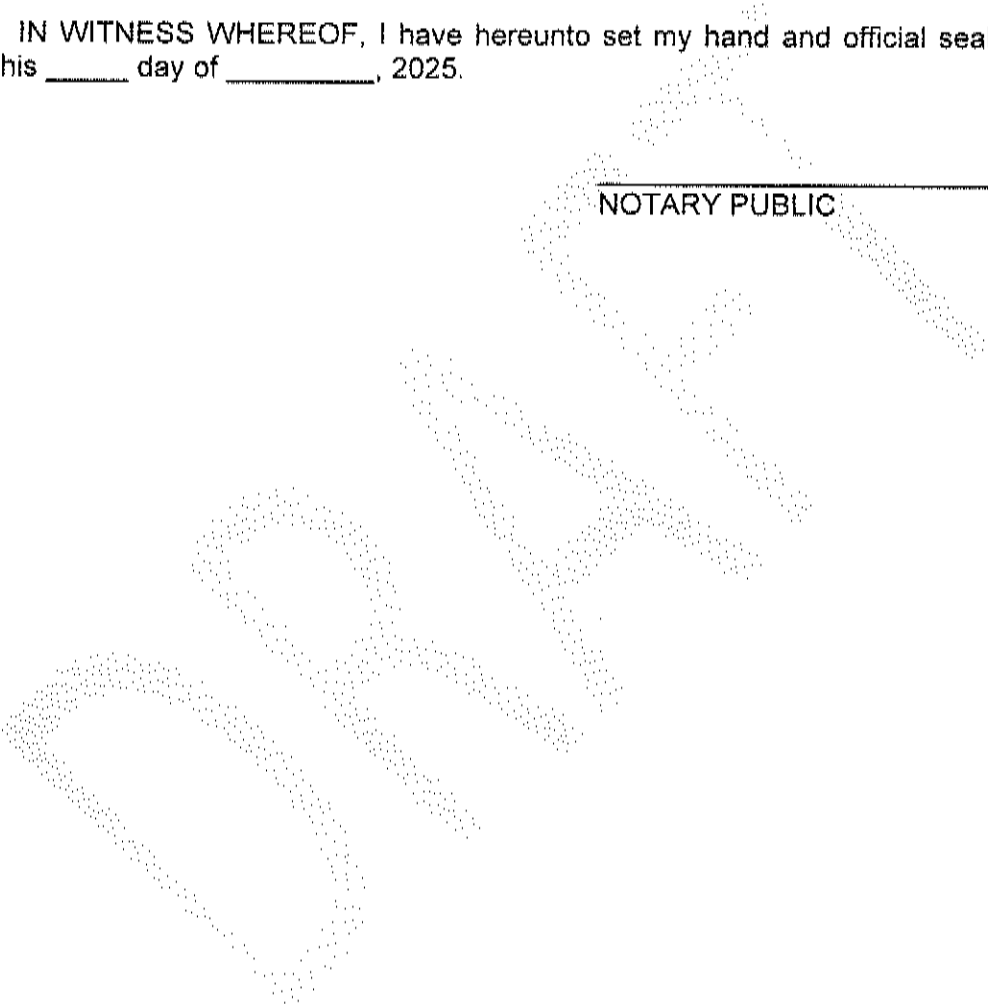


STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named **Greater Cleveland Regional Transit Authority**, a political subdivision of the State of Ohio, by and through India L. Birdsong Terry, its General Manager/Chief Executive Officer, who acknowledged to me that she did sign the foregoing instrument as such officer of said political subdivision and that the same is her free act and deed, and that of said political subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

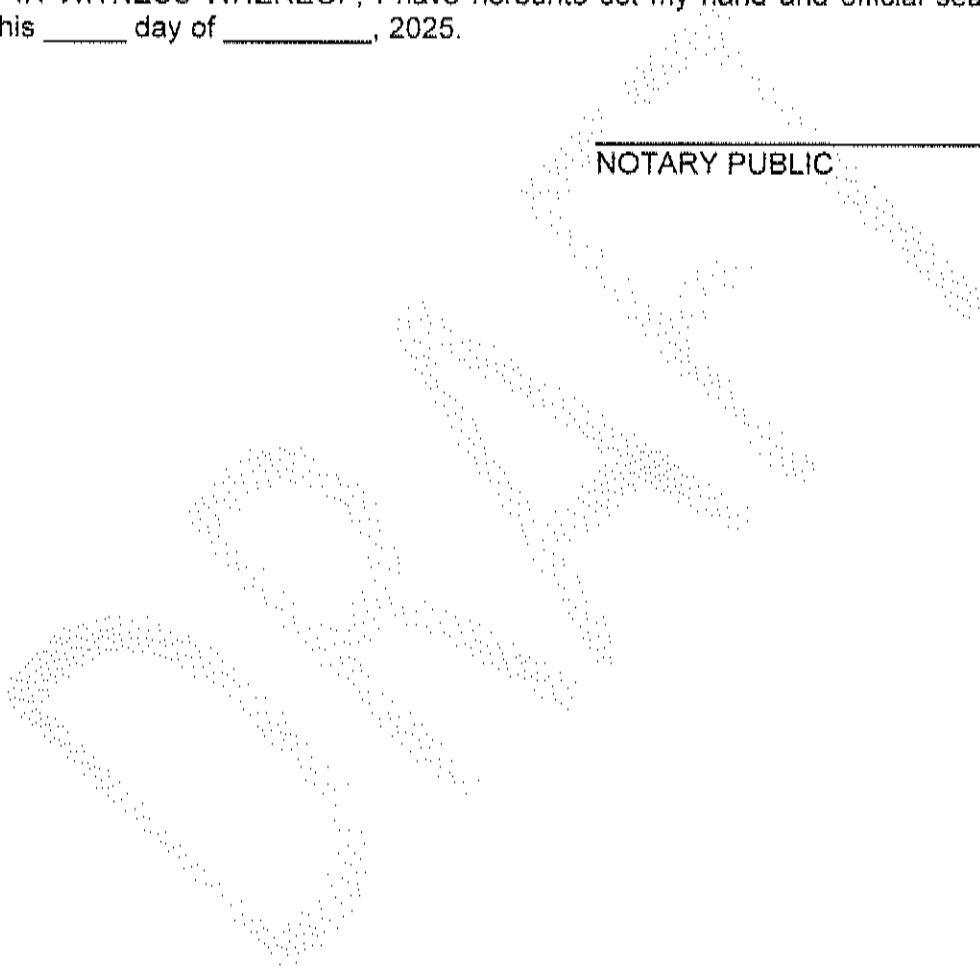


STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named Flaherty & Collins Development, LLC, by [insert name], its [insert title], who acknowledged to me that she/he did sign the foregoing instrument as such officer of said company and that the same is her/his free act and deed, and that of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC





# ATTACHMENT C



## Cuyahoga County, Ohio - Property Summary Report Parcel: 001-32-012

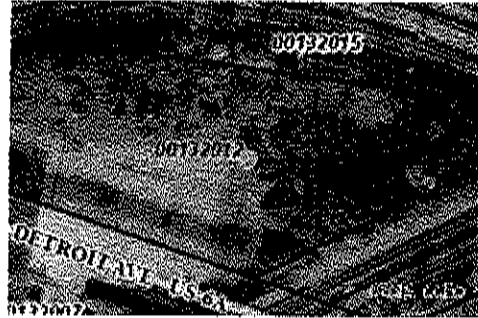


**Owner** CLEVELAND R T A  
**Address** DETROIT AVE  
 CLEVELAND, OH, 44102  
**Land Use** ( ) E -  
**Description** 12 NEXT W OF NYC RR  
**Neighborhood Code** 75179

### SKETCH

Building 0  
  
 Sketchs not available for this parcel.  
 Please contact us at [EMcGoldrick@cuyahogacounty.us](mailto:EMcGoldrick@cuyahogacounty.us)  
 or call (216) 443-4663 for a copy of the building card.

### MAP VIEW



### BUILDING INFORMATION

#### LAND

Code	Frontage	Depth	Acreage	Sq Ft
UND	272		1.37	59,740

#### VALUATION

2024 Values	Taxable Market Value	Exempt Market Value	Abated Market Value	Assessed Taxable Value
Land Value	\$0	\$83,700	\$0	\$0
Building Value	\$0	\$0	\$0	\$0
Total Value	\$0	\$83,700	\$0	\$0
Land Use		6422		EXEMPT TRANSIT AUTHORITY RAIL

### PERMITS

Tax Year	Reason	Tax Change	Exempt Change	Percent Complete	Reinspect	Notes
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### IMPROVEMENTS

Type	Description	Size	Height/Depth
------	-------------	------	--------------

### SALES

Date	Buyer	Seller	Price
9/6/1975	Cleveland R T A	Cleveland Rta	\$0
9/5/1975	Cleveland Rta	Cleveland City Of	\$0
1/1/1975	Cleveland City Of		\$0

### Taxes

2024 Taxes	Charges	Payments	Balance Due
Tax Balance Summary	\$0.00	\$0.00	\$0.00

RESOLUTION NO. 2025-20

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH FLAHERTY & COLLINS DEVELOPMENT, LLC, FOR THE PROPOSED SALE OF A 1.35 ACRE PARCEL OF REAL PROPERTY LOCATED AT 10300 DETROIT AVENUE, CLEVELAND, OHIO

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") is the owner of record of a 1.35 acre parcel of land at 10300 Detroit Avenue, Cleveland, Ohio, which is primarily comprised of Permanent Parcel Number of 001-32-012 (the "Property"); and

WHEREAS, the Property was acquired by the Authority in 1975 resulting from the Mass Transit System Transfer Agreement of 1975 with the City of Cleveland which transferred the assets of the Cleveland Transit System to the Authority; and

WHEREAS, the Property is vacant land and is not currently used to support the West Boulevard-Cudell Rapid Transit Station; and

WHEREAS, the Property has been on the Authority's list of excess property with the Federal Transit Administration ("FTA") since 2016; and

WHEREAS, the Authority has advertised and marketed the property for sale through a fair and open process since 2018; and

WHEREAS, it was determined that a residential multi-family Transit Oriented Development ("TOD") project is an appropriate use for the Property, compatible with the TOD and economic development goals and objectives of the Authority and is consistent with the Real Estate Policies of the Authority; and

WHEREAS, Flaherty & Collins Development, LLC ("FC") has successfully developed residential TOD projects nationally and in northeast Ohio and intends to develop a TOD project on the Property; and

WHEREAS, a residential TOD was determined to be the highest and best use for the Property in accordance with current TOD goals and objectives; and

WHEREAS, the Authority and FC have mutually agreed to a purchase price of One Hundred Fifty Thousand Dollars (\$150,000.00) for the Property, as verified by MAI appraisal and review appraisal reports, plus additional consideration in the form of a permanent access easement across the Property for the Authority to access the Red Line tracks that run adjacent to the Property; and

WHEREAS, the Authority intends to cooperate with FC to develop the TOD by offering the Purchase and Sale Agreement, assisting with entitlement, supporting the efforts of FC to finance the TOD project, and offering other appropriate TOD services; and

WHEREAS, the Purchase and Sale Agreement will advance the development process, allowing FC to take ownership of the Property, apply for all necessary permits from the City of Cleveland, and complete project financing requirements for the TOD.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the Authority hereby accepts the offer from Flaherty & Collins Development, LLC to acquire from the Authority the 1.35 acre parcel of land at 10300 Detroit Avenue, Cleveland, Ohio, which is primarily comprised of Cuyahoga County Permanent Parcel Number 001-32-012.

Section 2. That the purchase price of One Hundred Fifty Thousand Dollars (\$150,000.00) represents the current fair market value for property of this type, size and nature as verified by MAI appraisal and review appraisal reports.

Section 3. That the General Manager, Chief Executive Officer is hereby authorized to execute a Purchase and Sale Agreement with Flaherty & Collins Development, LLC for One Hundred Fifty Thousand Dollars (\$150,000.00) and to execute any other documents that are required to effectuate the transactions provided for in the Purchase and Sale Agreement.

Section 4. That this resolution shall become effective immediately upon its adoption.

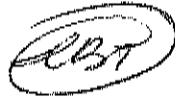
Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



To: Mayor Paul A. Koomar, President  
and Members, Board of Trustees

From: India L. Birdsong Terry  
General Manager, Chief Executive Officer 

Date: January 16, 2025

Subject: CONTRACT FOR SALE OF 0.0003 ACRES OF LAND TO THE CITY OF  
TWINSBURG FOR THE PUBLIC PURPOSE OF HIGHWAY CONSTRUCTION  
AND WARRANTY DEED CONVEYING THE SAME

GCRTA is the owner of a 0.50-acre parcel of real property located at 26480 Broadway Avenue, Oakwood, Ohio which serves as a bus loop and layover. GCRTA recently received notice from the City of Twinsburg that a very small portion of this property will be needed for the purposes of a highway widening, specifically the construction of traffic lanes, curbs, sidewalks and ancillary installations known as the "SUM Ravenna/Shepard/Broadway" Project. Please refer to the attached location maps and Plan Sheet, which depicts the parcel to be sold as a small green triangle adjacent to the right of way.

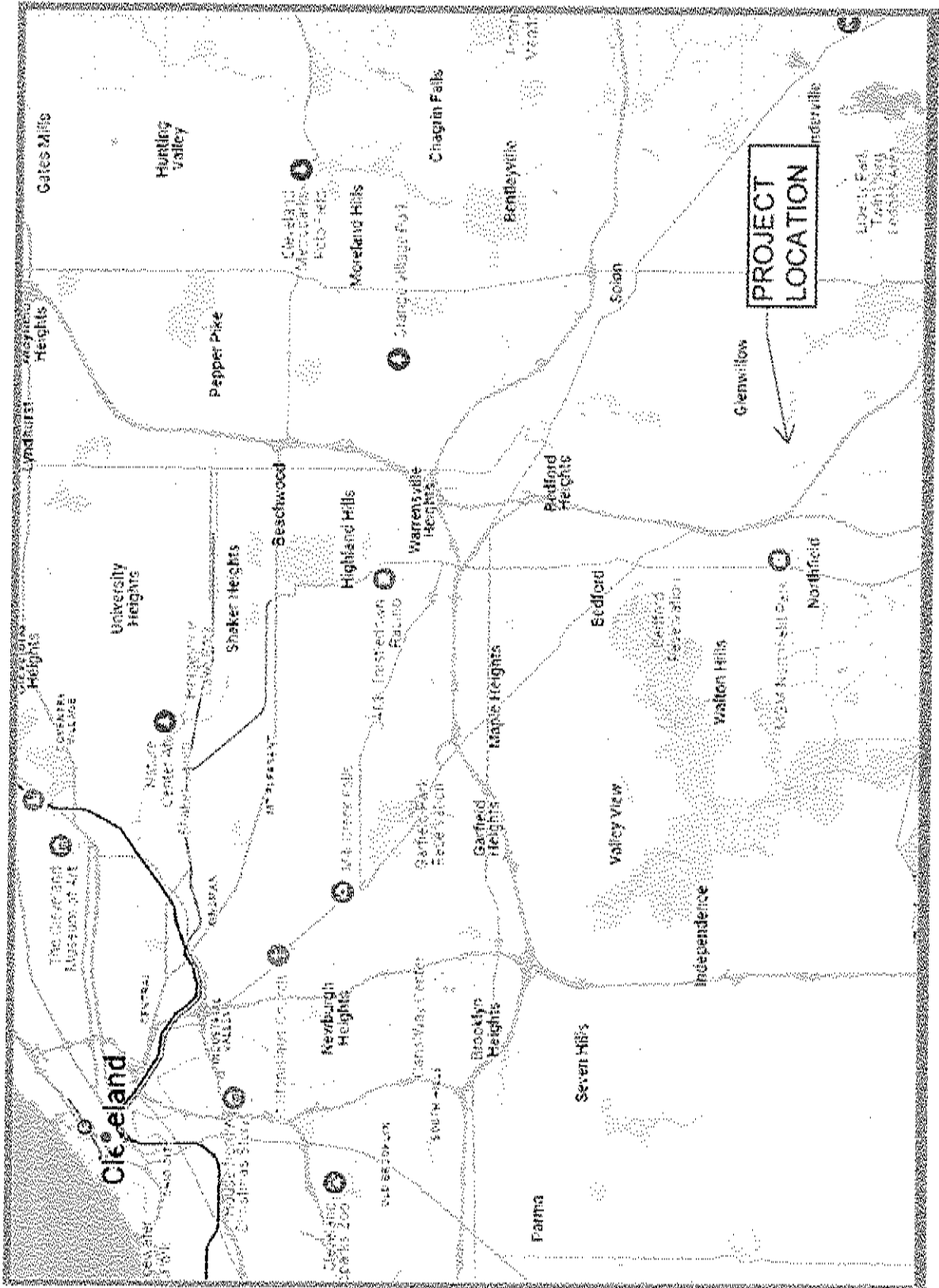
The project requires the taking by appropriation of an eleven (11) square foot (0.0003 acres) portion of the GCRTA property in the southeast corner of the property. The portion we propose to convey to the City of Twinsburg is a small grassy area and is not necessary for the operation of the bus loop. In accordance with state law, the City of Twinsburg has made an offer to purchase the property needed for the project.

The property to be sold has been appraised at a total value of \$25.00 by an independent appraiser retained by the City of Twinsburg. Staff have reviewed the appraisal and concluded there is no reason to challenge or contest its conclusions. By law, the minimum compensation for this acquisition is \$300.00.

All notices and submittals from the City of Twinsburg are consistent with the applicable provisions of the Ohio Revised Code. This action is consistent with Authority Policies and Procedures governing the disposition of interests in real estate.

Please call me if you have any questions or require additional information prior to Tuesday's meeting.

IBT/JLR

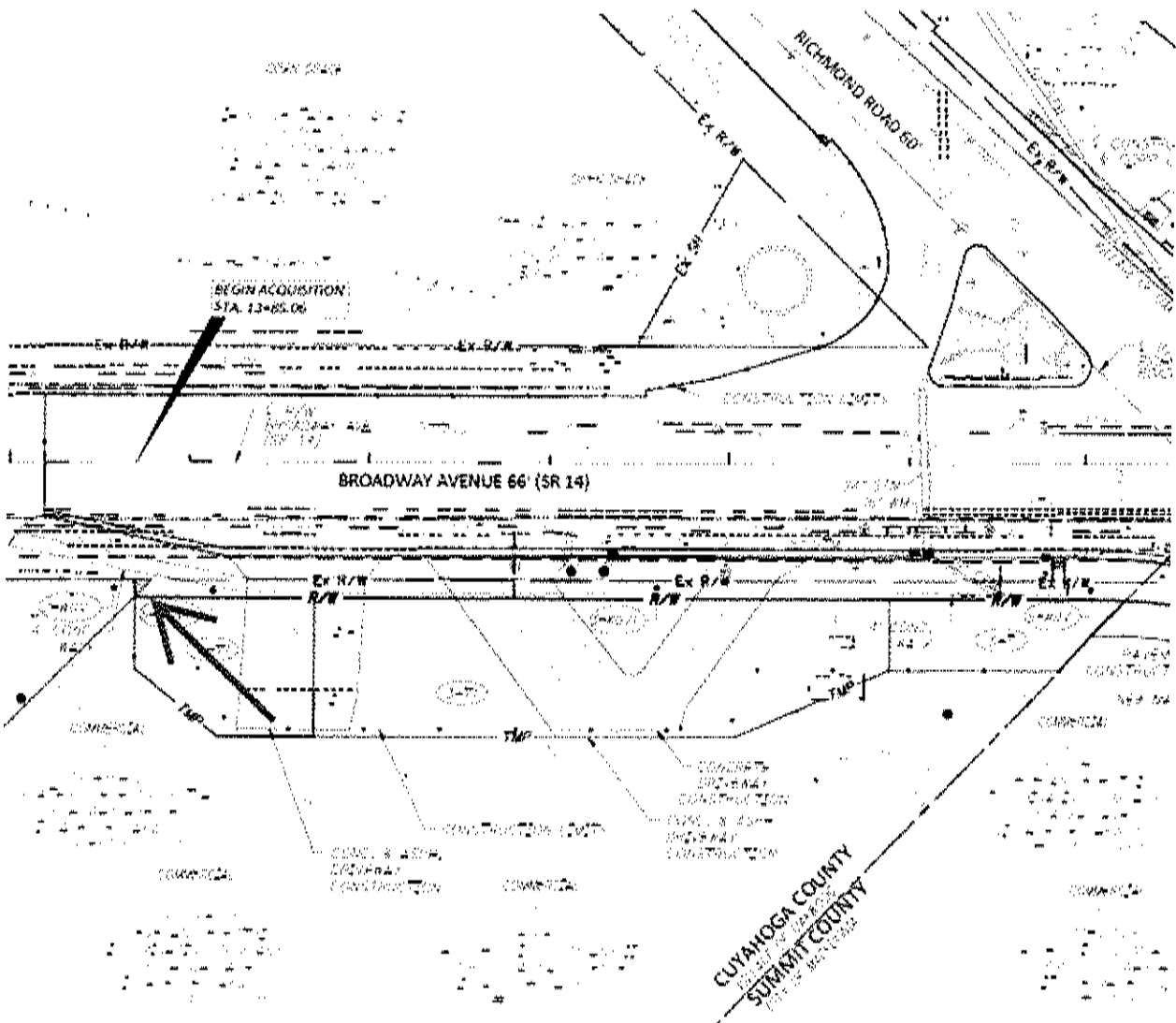




GCR TA BUS LOOP

LOCATION OF TAKE

PROPERTY LINE





TITLE/DESCRIPTION:		Resolution No.: 2025-21
CONTRACT:	CONTRACT FOR SALE OF 0.0003 ACRES OF LAND TO THE CITY OF TWINSBURG FOR THE PUBLIC PURPOSE OF HIGHWAY CONSTRUCTION AND WARRANTY DEED	Date: January 16, 2025
BUYER:	THE CITY OF TWINSBURG, OHIO	Initiator: Engineering & Project Management
CONSIDERATION:	\$300.00	
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

1.0 PURPOSE/SCOPE: The purpose of this resolution is to approve the conveyance of approximately 0.0003 acres (11 square feet) of land to the City of Twinsburg for the public purpose of highway construction, in lieu of appropriation proceedings. The sale is requested by the City of Twinsburg in furtherance of a roadway widening project, which includes additional turn lanes and a sidewalk to be located near the property being conveyed.

2.0 DESCRIPTION/JUSTIFICATION: The City of Twinsburg requires the subject property for a highway project, specifically, the widening of Broadway Avenue and the addition of a new sidewalk. The subject property is located at 26480 Broadway Avenue near the intersection with Richmond Road in the Village of Oakwood, Cuyahoga County, Ohio. The 0.0003 acre portion of the property being sold is a small portion of a 0.5-acre parcel, known as Cuyahoga County Permanent Parcel Number 795-36-005, owned by the Authority. The Greater Cleveland Regional Transit Authority ("Authority") uses the property for a bus loop and layover on a portion of the property not affected by the sale.

Chapter 470.02 of the Codified Rules & Regulations of the Greater Cleveland Regional Transit Authority ("Code Book") provides that any disposition of real property by the Authority requires the recommendation of the General Manager, Chief Executive Officer and the approval of the Board of Trustees. The 0.0003 acres of land to be sold has been appraised at a total value of \$25.00 by an independent appraiser retained by the City of Twinsburg. Staff have reviewed the appraisal and concluded there is no reason to challenge or contest its conclusions. By law, the minimum compensation for this acquisition is \$300.00.

All notices and submittals from the City of Twinsburg are consistent with the applicable provisions of the Ohio Revised Code.

3.0 PROCUREMENT BACKGROUND: Does not apply.

4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does not apply.

5.0 POLICY IMPACT: This action is consistent with the Authority's policy governing the disposition of real property.

6.0 ECONOMIC IMPACT: There is minimal economic impact resulting from this action. By law, the City of Twinsburg is entitled to take the property for a public purpose through appropriation proceedings for the stated fair market value.



- 7.0 ALTERNATIVES: Reject the agreement. The City of Twinsburg would file its appropriation action and obtain the property.
- 8.0 RECOMMENDATION: It is recommended that the resolution be adopted.
- 9.0 ATTACHMENTS:
- A. Revised Good Faith Offer
  - B. Proposed Purchase and Sale Agreement
  - C. Proposed Warranty Deed

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
General Manager, Chief Executive Officer

# ATTACHMENT A

## REVISED GOOD FAITH OFFER

December 12, 2024

Greater Cleveland Regional Transit Authority  
1240 W. 6th St.  
Cleveland, OH 44113

Re: SUM Ravenna/Shepard/Broadway  
Parcel Number: 2  
Interest Acquired: WDV

TO: Greater Cleveland Regional Transit Authority

The following Revised Good Faith Offer replaces and supersedes the City of Twinsburg, Ohio Good Faith Offer of \$1,360.00 that was delivered to you by certified mail on January 26, 2024 ;that unaccepted Good Faith Offer is hereby rescinded.

The following amount is being offered to you in good faith as just compensation for the acquisition of Parcel 2 WDV of Project SUM Ravenna/Shepard/Broadway is:

Real Property To Be Acquired .....	\$25.00
Damages To Your Property Which Is Not Acquired.....	\$0.00
Temporary Construction Easement .....	\$0.00
Total Good Faith Offer .....	\$300.00

(ODOT Minimum Award)

Tenant-owned improvements, if any, are to be identified in this Revised Good Faith Offer, and if there are any such improvements, the amount offered to you does not include compensation for these improvements.

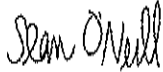
**There are no tenant-owned improvements for this parcel.**

Please note, as stated in the last Good Faith Offer delivered to you, you have at least 30 days to accept or reject this Revised Good Faith Offer.

While City of Twinsburg, Ohio may not provide legal advice, we will make all efforts to answer questions you have concerning this process and provide any copies of the law or our records that you may need to fully understand your rights, the project, and the process. If you have any questions concerning this matter, you may contact us at:

O.R. Colan Associates  
22710 Fairview Center Drive  
Fairview, Ohio 44126  
440-827-6116

Respectfully,



---

Sean O'Neill  
440-827-6116, Extension 236

**ACKNOWLEDGMENT OF RECEIPT  
OF REVISED GOOD FAITH OFFER**

Re: SUM Ravenna/Shepard/Broadway  
Parcel Number: 2  
Interest Acquired: WDV

Each of the undersigned acknowledges that a copy of the foregoing Revised Good Faith Offer was delivered to the undersigned by City of Twinsburg, Ohio. This Acknowledgment of Receipt of Revised Faith Offer does NOT indicate or imply in any way that the undersigned has waived or will waive any objections the undersigned might have to City of Twinsburg, Ohio's efforts to acquire the undersigned's property. Furthermore, the undersigned's signature on this Acknowledgment of Receipt of Revised Good Faith Offer does NOT indicate or imply in any way that the undersigned has accepted or will accept any of the terms, provision or conditions set out in this Revised Good Faith Offer.

\_\_\_\_\_  
(Owner's signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print owner's name)

\_\_\_\_\_  
(Owner's signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print owner's name)

\_\_\_\_\_  
(Owner's signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print owner's name)

**EXHIBIT A**

RX 251 WDV

Page 1 of 3

Rev. 05/09

Ver. Date 10/16/24

S.O.

PHD 113165

**PARCEL 2-WDV  
SUM-RAVENNA/SHEPARD/BROADWAY  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
VILLAGE OF OAKWOOD, CUYAHOGA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the Village of Oakwood, County of Cuyahoga, State of Ohio and known as being a part of Original Bedford Township Lot No. 100 and being a **0.0003 acres (11 sq.ft.) WARRANTY DEED PARCEL 2-WDV for pavement widening construction and walk construction**, located within a 0.4958 acres (auditor) parcel of land as conveyed to Greater Cleveland Regional Transit Authority by deed dated October 11, 1995 as recorded in Volume 95-08676, Page 42, (PP #795-36-028) of Cuyahoga County Deed Records and being a parcel of land lying on the right side of the centerline of right-of-way, being the Southwesterly sideline of Broadway Avenue (66 feet wide) and further bounded and described as follows;

**Beginning** at a 5/8" iron pin in a monument box at the intersection of a Southerly line of Cuyahoga County and the centerline of Broadway Avenue (66 feet wide) at Station 16+97.66 and being the **Place of Beginning** of the premises herein intended to be described;

Thence **North 43 degrees 30 minutes 41 seconds West**, along said centerline of Broadview Avenue, a distance of **275.86 feet** to a point at Station 14+21.80 of said centerline of right-of-way of Broadway Avenue;

Thence **North 89 degrees 18 minutes 05 seconds West**, along the Northwesterly line of land as conveyed to Cleveland Electric Illuminating Company, an Ohio Corporation (C.E.I.) by deed of record in Volume 12745, Page 245 (PP #795-36-005), a distance of **46.04 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the existing Southwesterly right-of-way line of said Broadway Avenue at 33.00 feet right of Station 13+89.69 of said centerline of right-of-way of Broadway Avenue and being the **Principal Place of Beginning** of the premises herein intended to be described;

**EXHIBIT A**

Page 2 of 3

RX 251 WDV

Rev. 05/09

- Course I** Thence **North 89 degrees 18 minutes 05 seconds West**, continuing along said Northwesterly line, a distance of **6.64 feet** to a point at 37.76 feet right of Station 13+85.06 of said centerline of right-of-way of Broadway Avenue (witnessed by a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at 38.00 feet right of Station 13+85.06 of said centerline of right-of-way of Broadway Avenue);
- Course II** Thence **North 46 degrees 29 minutes 32 seconds East**, a distance of **4.76 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the existing Southwesterly right-of-way line of said Broadway Avenue at 33.00 feet right of Station 13+60.57 of said centerline of right-of-way of Broadway Avenue;
- Course III** Thence **South 43 degrees 30 minutes 41 seconds East**, along the Southwesterly right-of-way line of said Broadway Avenue, a distance of **4.63 feet** to the **Principal Place of Beginning** and containing **0.0003 acres (11 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel # 795-36-028.

Basis of Bearing for this legal description is the centerline of Richmond Road (60 feet wide) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. V.R.S. Network.

The stations referred to herein are from the centerline of right-of-way of Broadway Avenue (66 feet wide) in the Village of Oakwood, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheet 2) of the "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as recorded in AFN \_\_\_\_\_ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2023;

**EXHIBIT A**

RX 251 WDV

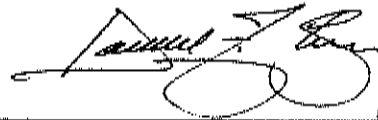
Page 3 of 3

Rev. 05/09

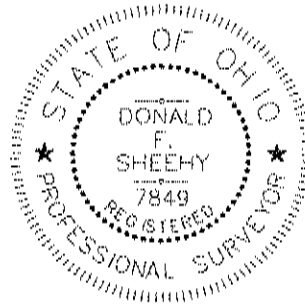
This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as prepared by Chagrin Valley Engineering, Ltd. in 2023 for the City of Macedonia.

October 16, 2024

Date:



Donald F. Sheehy, P.S. #7849



# ATTACHMENT B

ODOT LPA RE 840-L  
Rev. 02/2021

CSR  
LPA

## CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITHOUT BUILDING(S)

PARCEL(S): 2-WDV  
SUM Ravenna/Shepard/Broadway 113165

This Agreement is by and between the City of Twinsburg, Ohio ["Purchaser"] and Greater Cleveland Regional Transit Authority ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

### **1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$300.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) None.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

### **2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly



described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that

Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**16. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Twinsburg, Ohio and Greater Cleveland Regional Transit Authority have executed this Agreement on the date(s) indicated immediately below their respective signatures.

GREATER CLEVELAND REGIONAL TRANSIT  
AUTHORITY

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

City of Twinsburg, Ohio

---

Sam Scaffide  
Mayor

Date:

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**EXHIBIT A**

Page 1 of 3

RX 251 WDV

Rev. 05/09

Ver. Date 10/16/24

S.O.

PID 113165

**PARCEL 2-WDV  
SUM-RAVENNA/SHEPARD/BROADWAY  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
VILLAGE OF OAKWOOD, CUYAHOGA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the Village of Oakwood, County of Cuyahoga, State of Ohio and known as being a part of Original Bedford Township Lot No. 100 and being a **0.0003 acres (11 sq.ft.) WARRANTY DEED PARCEL 2-WDV for pavement widening construction and walk construction**, located within a 0.4958 acres (auditor) parcel of land as conveyed to Greater Cleveland Regional Transit Authority by deed dated October 11, 1995 as recorded in Volume 95-08676, Page 42, (PP #795-36-028) of Cuyahoga County Deed Records and being a parcel of land lying on the right side of the centerline of right-of-way, being the Southwesterly sideline of Broadway Avenue (66 feet wide) and further bounded and described as follows;

**Beginning** at a 5/8" iron pin in a monument box at the intersection of a Southerly line of Cuyahoga County and the centerline of Broadway Avenue (66 feet wide) at Station 16+97.66 and being the **Place of Beginning** of the premises herein intended to be described;

Thence **North 43 degrees 30 minutes 41 seconds West**, along said centerline of Broadview Avenue, a distance of **275.86 feet** to a point at Station 14+21.80 of said centerline of right-of-way of Broadway Avenue;

Thence **North 89 degrees 18 minutes 05 seconds West**, along the Northwesterly line of land as conveyed to Cleveland Electric Illuminating Company, an Ohio Corporation (C.E.I.) by deed of record in Volume 12745, Page 245 (PP #795-36-005), a distance of **46.04 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the existing Southwesterly right-of-way line of said Broadway Avenue at 33.00 feet right of Station 13+89.69 of said centerline of right-of-way of Broadway Avenue and being the **Principal Place of Beginning** of the premises herein intended to be described;

**EXHIBIT A**

Page 2 of 3

RX 251 WDV

Rev. 05/09

- Course I** Thence **North 89 degrees 18 minutes 05 seconds West**, continuing along said Northwesterly line, a distance of **6.64 feet** to a point at 37.76 feet right of Station 13+85.06 of said centerline of right-of-way of Broadway Avenue (witnessed by a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at 38.00 feet right of Station 13+85.06 of said centerline of right-of-way of Broadway Avenue);
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- Course III** Thence **South 43 degrees 30 minutes 41 seconds East**, along the Southwesterly right-of-way line of said Broadway Avenue, a distance of **4.63 feet** to the **Principal Place of Beginning** and containing **0.0003 acres (11 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel # 795-36-028.

Basis of Bearing for this legal description is the centerline of Richmond Road (60 feet wide) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. V.R.S. Network.

The stations referred to herein are from the centerline of right-of-way of Broadway Avenue (66 feet wide) in the Village of Oakwood, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheet 2) of the "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as recorded in APN \_\_\_\_\_ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2023;

**EXHIBIT A**

RX 251 WDV

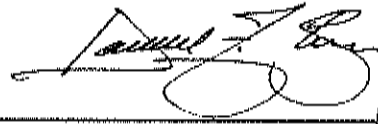
Page 3 of 3

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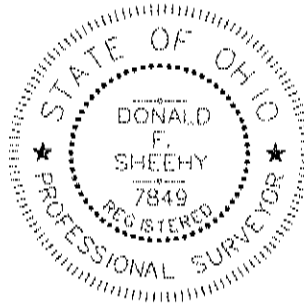
This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as prepared by Chagrin Valley Engineering, Ltd. in 2023 for the City of Macedonia.

October 16, 2024

Date:



Donald F. Sheehy, P.S. #7849





# ATTACHMENT C

ODOT LPA RE 802  
Rev. 04/2021

WV  
LPA2 Pmt. By LPA1

## WARRANTY DEED

Greater Cleveland Regional Transit Authority, the Grantor(s), in consideration of the sum of \$300.00, to be paid by City of Twinsburg, Ohio, in the name of and for the use of Village of Oakwood, Ohio, the Grantee, does grant, with general warranty covenants, to Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 2-WDV

SUM RAVENNA/SHEPARD/BROADWAY

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 795-36-005

Prior Instrument Reference: Deed Volume 95-08676, Page 42, Cuyahoga County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenants with the Grantee, its successors and assigns, that it is the owner(s) of the above parcel(s), in fee simple, and has the right and power to convey the above parcel(s), and that the above parcel(s) are free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the above parcel(s) against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Greater Cleveland Regional Transit Authority by and through \_\_\_\_\_, the \_\_\_\_\_ of Greater Cleveland Regional Transit Authority, has hereunto subscribed \_\_\_\_\_ name on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO, COUNTY OF CUYAHOGA SS:

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the subscriber, a Notary Public in and for said state and county, personally came the above named \_\_\_\_\_, who acknowledged being the \_\_\_\_\_ of Greater Cleveland Regional Transit Authority, and who acknowledged the foregoing instrument to be the voluntary act and deed of said Greater Cleveland Regional Transit Authority. No oath or affirmation was administered to \_\_\_\_\_ with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

This document was prepared by: City of Twinsburg, Ohio

**EXHIBIT A**

Page 1 of 3

RX 251 WDV

Rev. 05/09

Ver. Date 10/16/24

S.O.

PID 113165

**PARCEL 2-WDV  
SUM-RAVENNA/SHEPARD/BROADWAY  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
VILLAGE OF OAKWOOD, CUYAHOGA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

**{Surveyor's description of the premises follows}**

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Basis of Bearing for this legal description is the centerline of Richmond Road (60 feet wide) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. V.R.S. Network.

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**EXHIBIT A**

RX 251 WDV

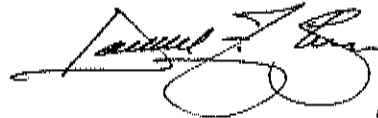
Page 3 of 3

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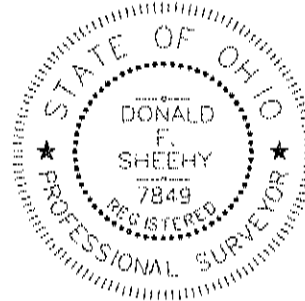
This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with "Right-of-Way Plans for SUM-RAVENNA/SHEPARD/BROADWAY" as prepared by Chagrin Valley Engineering, Ltd. in 2023 for the City of Macedonia.

October 16, 2024

Date:



Donald F. Sheehy, P.S. #7849



RESOLUTION NO. 2025-21

CONTRACT FOR SALE OF 0.0003 ACRES OF LAND TO THE CITY OF  
TWINSBURG FOR THE PUBLIC PURPOSE OF HIGHWAY CONSTRUCTION AND  
WARRANTY DEED

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") owns a 0.5-acre parcel of real property located at 26480 Broadway Avenue in the Village of Oakwood, Cuyahoga County, Ohio and known as Cuyahoga County Permanent Parcel Number 795-36-005, which is used as a bus loop and layover (the "GCRTA Parcel"); and

WHEREAS, The City of Twinsburg needs to acquire a portion of the GCRTA Parcel for the public purpose of highway construction pursuant to a highway project identified as "SUM Ravenna/Shepard/Broadway[;]" and

WHEREAS, The City of Twinsburg has provided to the Authority a Notice of Intent to Acquire and Good Faith Offer supported by an independent appraisal obtained in accordance with the rules of the Ohio Department of Transportation ("ODOT") and has, in all respects, complied with the requirements of the Ohio Revised Code for the taking of property by a government entity; and

WHEREAS, the portion of the GCRTA Parcel being sold consists of 0.0003 acres, or approximately 11 square feet, of land; and

WHEREAS, the property to be sold has been appraised at a value of \$25.00 by an independent appraiser retained by the City of Twinsburg; and

WHEREAS, the City of Twinsburg has made an offer of \$300.00 for the portion to be conveyed, which is the minimum compensation under state law; and

WHEREAS, the sale of a portion of the GCRTA Parcel is in lieu of appropriation proceedings and will not disrupt any Authority operations or use of the GCRTA Parcel.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the Authority hereby accepts the City of Twinsburg's offer to acquire fee title to 0.0003 acres of land situated on 26480 Broadway Avenue in the Village of Oakwood, Cuyahoga County, Ohio and known as Cuyahoga County Permanent Parcel Number 795-36-005 for the public purpose of highway construction.

Section 2. That the purchase price of Three Hundred Dollars (\$300.00) is the minimum compensation under state law and it is equal to or greater than the fair market value for the 0.0003 acres of land to be sold, as determined by an appraisal performed by the City of Twinsburg.

Section 3. That the General Manager, Chief Executive Officer is hereby authorized to execute a Contract for Sale and Purchase of Real Property, a Warranty Deed, and to execute all other documents required to sell and transfer the property interests for the purposes stated herein.

Section 4. That this resolution shall become effective immediately upon its adoption.

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_

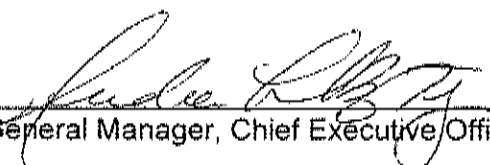
Secretary-Treasurer



TITLE/DESCRIPTION:  APPROVING AMENDMENTS TO COMMUNITY ADVISORY COMMITTEE ("CAC") OPERATING GUIDELINES	Resolution No.: 2025-22
	Date: January 16, 2025
	Initiator: Administration and External Affairs
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution will amend the Community Advisory Committee ("CAC") Operating Guidelines ("Operating Guidelines").
- 2.0 DESCRIPTION/JUSTIFICATION: When the CAC was re-energized at the beginning of 2023, Section 222.04 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("Code Book") and the CAC's Operating Guidelines were amended to create a Rules Subcommittee. The main function of the Rules Subcommittee is to review the CAC's Operating Guidelines and make recommendations for additions, deletions and amendments to the Operating Guidelines. During 2024, the Rules Subcommittee met several time to review the Operating Guidelines and prepared proposed amendments. On November 14, 2024, the full CAC discussed the proposed amendments and voted to bring them to the Board of Trustees for approval.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Adoption of the resolution will result in updated Operating Guidelines that will streamline and facilitate the CAC's operations.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would result in the Operating Guidelines remaining out of date.
- 8.0 RECOMMENDATION: This resolution was discussed at the January 7, 2025 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 ATTACHMENT: Red-line of proposed amendments to the Operating Guidelines

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
General Manager, Chief Executive Officer

## Attachment to Staff Summary

### COMMUNITY ADVISORY COMMITTEE ("CAC") OPERATING GUIDELINES

1. These Operating Guidelines are authorized and established by Chapter 222.04 of the Codified Rules and Regulations ("Code Book") of the Greater Cleveland Regional Transit Authority ("Authority").
2. Officers.
  - A. In addition to the Chair and Vice Chair, the Community Advisory Committee ("CAC") will elect a Secretary.
  - B. The Chair conducts the regular and any special CAC meetings. The Vice Chair stands in for the Chair as needed. The Secretary calls roll at the beginning of meetings and when needed for a vote. The Secretary takes minutes summarizing the business conducted at each meeting.
  - C. The election of officers shall take place each year during the April meeting. If it is necessary to delay elections in any given year, the Chair will document, in writing, the need for such delay.
  - D. Officers shall be elected to one-year terms, ending at the April meeting of the following year. Officers may not serve more than ~~six~~ four consecutive one-year terms in the same office.
  - ~~D.E.~~ In the event of a vacancy in the position of Chair, Vice Chair or Secretary, a replacement will be elected at the next regular meeting of the CAC.
3. Staff Liaison. The Staff Liaison is appointed under Section 222.04(a)(6) of the ~~Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority~~ Code Book to serve as the primary point of contact with the Authority. The Staff Liaison maintains meeting minutes.
4. Meetings.
  - A. For the purposes of establishing a quorum at all CAC meetings, a majority at least 50% ~~plus one~~ of the CAC's appointed members must be present for the CAC to take action. A majority At least 50% ~~plus one~~ of the appointed members present at a meeting must vote in favor of an action to approve the action.
  - B. Regular meetings.
    1. In accordance with Article III, Section 9(b)(1) of the Bylaws of the Board of Trustees and Section 222.04(a)(4) of the Code Book, notice of the times and places of regular meetings for each calendar year will be posted not later than two (2) days prior to the day of the first regular meeting of the calendar year. If the time or place of a regular meeting or meetings is changed during the calendar year, notice of the new time or place will be posted at least twenty-four hours before the time of the first changed regular meeting.
    - ~~1-2.~~ Regular CAC meetings shall be held quarterly, with possible exceptions for special events. The regular meetings will be used for presentations from, and discussions with, Authority staff and other parties of interest to the CAC, the setting of agendas, discussion of and action on topics of interest related to the CAC's ~~mission and~~ purpose, and organization and coordination of CAC activities.
    - ~~2-3.~~ The CAC will review programs and projects brought to them by the Board of Trustees or Authority staff.
    - ~~3-4.~~ Members of the general public are welcome to attend all meetings of the CAC and its subcommittees. CAC meetings are open to the public in



- accordance with the Ohio Open Meetings Act and Section 222.04(a)(4) of the Code Book. Public comments are not permitted at CAC meetings.
- C. Special meetings.
1. In accordance with Article III, Section 9(c) of the Bylaws of the Board of Trustees and Section 222.04(a)(4) of the Code Book, notice of the time, place and purposes of special meetings shall be posted not later than twenty-four (24) hours before the time of the special meeting.
  - ~~1.2.~~ Special meetings may be called by the Chair, at the request of any officer, or upon the written request of at least five members, provided ~~at least forty-eight hours' notice is given~~ the request is made at least five (5) business days before the proposed meeting date.
  - ~~2.3.~~ The Chair, Vice Chair, or Staff Liaison will notify CAC members of the time, place, and purpose of such special meeting, and no business other than the specific topic around which the special meeting was called shall be considered.
- D. CAC members are encouraged, but not required, to attend ~~public events, including~~ community meetings, public hearings, groundbreakings, grand openings, and ~~GCRTA Board~~Board of Trustees Meetings.
- E. The business of the CAC shall be conducted according to Robert's Rules of Order.
5. Subcommittees. The CAC will have at least three standing subcommittees:
- A. The ADA Advisory Subcommittee;
  - B. The Advocacy and Education Subcommittee; and
  - C. The Rules Subcommittee.
  - D. Each standing subcommittee will elect a chair.
  - ~~D.E.~~ Standing subcommittees will meet at least quarterly.
  - ~~E.F.~~ CAC members ~~will choose~~ are strongly encouraged to participate on at least one subcommittee. Subcommittee participation is strongly encouraged.
  - ~~F.G.~~ For purposes of establishing a quorum, ~~a majority at least 50% plus one~~ of each subcommittee's appointed members must be present for the subcommittee to take action. ~~A majority~~ At least 50% plus one of the appointed members present at a meeting must vote in favor of an action to approve the action.
  - ~~G.H.~~ Subcommittees shall meet, discuss, and make recommendations on matters referred to them by the CAC, Authority staff and/or the Board of Trustees.
  - ~~H.I.~~ CAC subcommittee meetings are open to the public in accordance with the Ohio Open Meetings Act and Section 222.04(a)(4) of the Code Book. Public comments are not permitted at CAC subcommittee meetings. ~~Public participation is welcome at all subcommittee meetings.~~
6. Agendas. CAC meeting agendas shall be set by the Chair and Authority staff with input from the Board of Trustees. Agendas shall be ~~posted available~~ five (5) business days before the meeting date, if possible. ~~A recommended agenda format is attached as Exhibit 1. The agenda will be posted on the CAC page of the GCRTA's website in addition to the front lobby of GCRTA's main office building.~~
7. Public Input. In order to provide an opportunity for the public and outside entities to interact with the CAC, members of the public may bring an issue to the attention of the CAC, for consideration by the Advocacy and Education Subcommittee, as follows:
- A. By telephone at (216) 356-3181

B. By web form at [www.riderta.com/cac/feedback](http://www.riderta.com/cac/feedback).

7.8. Attendance.

- A. Attendance at regular CAC meetings is required. A member wishing to be excused shall contact the Staff Liaison and/or the Chair.
- B. A CAC member is permitted only two unexcused absences from regular meetings per calendar year. After three unexcused absences, the CAC may notify the member in writing and make a recommendation to the Board of Trustees to remove the individual from the CAC.

8.9. Guideline review process. ~~Each July, the~~ The Rules Subcommittee shall review the CAC's ~~operating~~ Operating guidelines ~~Guidelines annually and propose amendments for consideration by the full CAC for appropriate additions, deletions, or amendments. All recommendations for changes~~ The full CAC shall be voted on by the full CAC ~~the proposed amendments and, if approved, submitted them~~ the proposed amendments and, if approved, submitted them to the Board of Trustees for approval. If the need for an amendment arises at a time other than the annual review, the Rules Subcommittee may meet to consider such an amendment.

RESOLUTION NO. 2025-22

AMENDING THE OPERATING GUIDELINES FOR THE COMMUNITY  
ADVISORY COMMITTEE

WHEREAS, pursuant to Resolution No. 1989-176, the Board of Trustees of the Greater Cleveland Regional Transit Authority ("Authority") codified the resolutions establishing its policies and procedures; and

WHEREAS, Section 222.04 of the Authority's Codified Rules and Regulations governs the Board of Trustees' Community Advisory Committee ("CAC") and provides for the Rules Subcommittee to review the CAC's Operating Guidelines and make recommendations for additions, deletions or amendments; and

WHEREAS, the Rules Subcommittee has proposed amendments to the Operating Guidelines, and the full CAC has approved them for presentation to the Board of Trustees for approval; and

WHEREAS, the updated Operating Guidelines are ready for approval by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the Operating Guidelines for the Community Advisory Committee attached hereto as Attachment A are hereby approved.

Section 2. That the Board of Trustees hereby waives the fourteen-day period provided for in Article XI, Section 2 of the Bylaws.

Section 3. That this resolution shall become effective immediately upon its adoption.

Attachment: Operating Guidelines for the Community Advisory Committee

Adopted: January 21, 2025

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer

## Attachment to Staff Summary

### COMMUNITY ADVISORY COMMITTEE ("CAC") OPERATING GUIDELINES

1. These Operating Guidelines are authorized and established by Chapter 222.04 of the Codified Rules and Regulations ("Code Book") of the Greater Cleveland Regional Transit Authority ("Authority").
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  - A. In addition to the Chair and Vice Chair, the Community Advisory Committee ("CAC") will elect a Secretary.
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  - C. The election of officers shall take place each year during the April meeting. If it is necessary to delay elections in any given year, the Chair will document, in writing, the need for such delay.
  - D. Officers shall be elected to one-year terms, ending at the April meeting of the following year. Officers may not serve more than four consecutive one-year terms in the same office.
  - E. In the event of a vacancy in the position of Chair, Vice Chair or Secretary, a replacement will be elected at the next regular meeting of the CAC.
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    2. Regular CAC meetings shall be held quarterly, with possible exceptions for special events. The regular meetings will be used for presentations from, and discussions with, Authority staff and other parties of interest to the CAC, the setting of agendas, discussion of and action on topics of interest related to the CAC's purpose, and organization and coordination of CAC activities.
    3. The CAC will review programs and projects brought to them by the Board of Trustees or Authority staff.
    4. CAC meetings are open to the public in accordance with the Ohio Open Meetings Act and Section 222.04(a)(4) of the Code Book. Public comments are not permitted at CAC meetings.

- C. Special meetings.
    - 1. In accordance with Article III, Section 9(c) of the Bylaws of the Board of Trustees and Section 222.04(a)(4) of the Code Book, notice of the time, place and purposes of special meetings shall be posted not later than twenty-four (24) hours before the time of the special meeting.
    - 2. Special meetings may be called by the Chair, at the request of any officer, or upon the written request of at least five members, provided the request is made at least five (5) business days before the proposed meeting date.
    - 3. The Chair, Vice Chair, or Staff Liaison will notify CAC members of the time, place, and purpose of such special meeting, and no business other than the specific topic around which the special meeting was called shall be considered.
  - D. CAC members are encouraged, but not required, to attend community meetings, public hearings, groundbreakings, grand openings, and Board of Trustees Meetings.
  - E. The business of the CAC shall be conducted according to Robert's Rules of Order.
5. Subcommittees. The CAC will have at least three standing subcommittees:
- A. The ADA Advisory Subcommittee;
  - B. The Advocacy and Education Subcommittee; and
  - C. The Rules Subcommittee.
  - D. Each standing subcommittee will elect a chair.
  - E. Standing subcommittees will meet at least quarterly.
  - F. CAC members are strongly encouraged to participate on at least one subcommittee.
  - G. For purposes of establishing a quorum, a majority of each subcommittee's appointed members must be present for the subcommittee to take action. A majority of the appointed members present at a meeting must vote in favor of an action to approve the action.
  - H. Subcommittees shall meet, discuss, and make recommendations on matters referred to them by the CAC, Authority staff and/or the Board of Trustees.
  - I. CAC subcommittee meetings are open to the public in accordance with the Ohio Open Meetings Act and Section 222.04(a)(4) of the Code Book. Public comments are not permitted at CAC subcommittee meetings.
6. Agendas. CAC meeting agendas shall be set by the Chair and Authority staff with input from the Board of Trustees. Agendas shall be available five (5) business days before the meeting date, if possible. The agenda will be posted on the CAC page of the GCRTA's website in addition to the front lobby of GCRTA's main office building.
7. Public Input. In order to provide an opportunity for the public and outside entities to interact with the CAC, members of the public may bring an issue to the attention of the CAC, for consideration by the Advocacy and Education Subcommittee, as follows:
- A. By telephone at (216) 356-3181
  - B. By web form at [www.riderta.com/cac/feedback](http://www.riderta.com/cac/feedback).
8. Attendance.
- A. Attendance at regular CAC meetings is required. A member wishing to be excused shall contact the Staff Liaison and/or the Chair.

- B. A CAC member is permitted only two unexcused absences from regular meetings per calendar year. After three unexcused absences, the CAC may notify the member in writing and make a recommendation to the Board of Trustees to remove the individual from the CAC.
9. Guideline review process. The Rules Subcommittee shall review the CAC's Operating Guidelines annually and propose amendments for consideration by the full CAC. The full CAC shall vote on the proposed amendments and, if approved, submit them to the Board of Trustees for approval. If the need for an amendment arises at a time other than the annual review, the Rules Subcommittee may meet to consider such an amendment.



**THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
REPORT OF CASH RECEIVED COMPARED TO PRIOR YEAR - GENERAL FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2024 AND DECEMBER 31, 2023**

	CURRENT MONTH		YEAR TO DATE			
	December		2023	2024	CHANGE	%CHANGE
	2024	2023				
<b>PASSENGER FARES:</b>						
CASH FARES	\$ 750,443	\$ 864,386	\$ 10,167,727	\$ 8,235,581	\$ (1,932,146)	(19.00%)
PASS/TICKET SALES	682,930	643,311	7,216,269	7,032,965	(183,304)	(2.54%)
STUDENT FARECARDS	32,559	189,387	878,874	3,040,066	2,161,192	245.90%
U-PASS	200,000	157,500	2,384,321	3,858,931	1,474,604	61.85%
MOBILE TICKETING	656,720	651,202	6,927,165	7,663,884	736,719	10.64%
<b>TOTAL PASSENGER FARES</b>	<b>2,322,633</b>	<b>2,505,786</b>	<b>27,574,362</b>	<b>29,831,426</b>	<b>2,257,064</b>	<b>8.19%</b>
<b>SALES AND USE TAX REVENUE:</b>						
SALES & USE TAX	25,660,287	22,579,617	261,817,713	239,007,418	(22,810,295)	(8.71%)
<b>TOTAL SALES AND USE TAX REVENUE</b>	<b>25,660,287</b>	<b>22,579,617</b>	<b>261,817,713</b>	<b>239,007,418</b>	<b>(22,810,295)</b>	<b>(8.71%)</b>
*Sales Tax Holiday: \$3,080,219 included						
<b>OTHER REVENUE:</b>						
ADVERTISING/CONCESSIONS/COMMISSIONS	107,129	6,480	1,257,183	1,205,287	(51,896)	(4.13%)
NAMING RIGHTS/LESS COMMISSIONS	-	96,583	533,098	308,997	(224,101)	(42.04%)
RENTAL INCOME	11,208	19,845	310,361	240,244	(70,117)	(22.59%)
INTEREST INCOME	413,994	450,796	1,691,508	1,558,748	(132,760)	(7.85%)
OTHER	13,368	54,200	356,682	241,169	(115,513)	(32.39%)
<b>TOTAL OTHER REVENUE</b>	<b>545,700</b>	<b>627,904</b>	<b>4,148,832</b>	<b>3,554,445</b>	<b>(594,388)</b>	<b>(14.33%)</b>
<b>REIMBURSEMENTS AND OTHER SOURCES OF CASH:</b>						
FUEL/CNG/PROPANE TAX REFUNDS	467,910	30,507	1,951,100	2,042,088	90,988	4.66%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	236,493	-	661,418	899,175	237,757	35.95%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	764,512	1,322,455	2,487,874	7,076,840	4,588,966	184.45%
FEDERAL OPERATING ASSISTANCE	-	101,980	137,404	-	(137,404)	0.00%
MISCELLANEOUS RECEIPTS	-	191,236	936,813	1,706,452	769,649	82.16%
<b>TOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH</b>	<b>1,468,915</b>	<b>1,646,178</b>	<b>6,174,609</b>	<b>11,724,565</b>	<b>5,549,956</b>	<b>89.88%</b>
<b>TOTAL CASH RECEIVED - GENERAL FUND</b>	<b>\$ 29,997,534</b>	<b>\$ 27,359,485</b>	<b>\$ 299,715,516</b>	<b>\$ 284,117,853</b>	<b>\$ (15,597,663)</b>	<b>(5.20%)</b>
						<b>100.00%</b>

Notes:



**THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	CURRENT MONTH			YEAR TO DATE				
	BUDGET	ACTUAL	VARIANCE	%VARIANCE	BUDGET	ACTUAL	VARIANCE	%VARIANCE
<b>PASSENGER FARES:</b>								
CASH FARES	\$ 853,139	\$ 750,443	\$ (102,696)	(12.04%)	\$ 10,237,658	8,235,581	\$ (2,002,077)	(19.56%)
PASS/TICKET SALES	602,757	682,910	80,153	13.30%	7,233,074	7,032,965	(200,109)	(2.77%)
STUDENT FARECARDS	100,000	32,559	(67,441)	(67.44%)	1,200,000	3,040,066	1,840,066	153.34%
U-PASS	202,439	200,000	(2,439)	(1.20%)	2,429,268	3,858,931	1,429,663	58.85%
MOBILE TICKETING	500,000	656,720	156,720	31.34%	6,000,000	7,663,884	1,663,884	27.73%
<b>TOTAL PASSENGER FARES</b>	<b>2,258,335</b>	<b>2,322,633</b>	<b>64,298</b>	<b>2.85%</b>	<b>27,100,000</b>	<b>29,831,426</b>	<b>2,731,426</b>	<b>10.08%</b>
<b>SALES AND USE TAX REVENUE:</b>								
SALES & USE TAX	22,358,333	25,660,287	3,301,954	14.77%	268,300,000	239,007,418	(29,292,582)	(10.92%)
<b>TOTAL OPERATING SUBSIDIES</b>	<b>22,358,333</b>	<b>25,660,287</b>	<b>3,301,954</b>	<b>14.77%</b>	<b>268,300,000</b>	<b>239,007,418</b>	<b>(29,292,582)</b>	<b>(10.92%)</b>
<b>OTHER REVENUE:</b>								
ADVERTISING/CONCESSIONS/COMMISSIONS	171,813	107,129	(64,684)	(37.65%)	2,061,751	1,205,287	(856,464)	(41.54%)
NAMING RIGHTS LESS COMMISSIONS	158,150	-	(158,150)	-	485,300	308,997	(176,303)	(36.39%)
RENTAL INCOME	26,411	11,208	(15,203)	(57.56%)	316,932	240,244	(76,688)	(24.20%)
INTEREST INCOME	83,333	413,994	330,661	396.80%	1,000,000	1,558,748	558,748	55.87%
OTHER	98,589	13,368	(85,221)	(86.44%)	1,183,068	241,169	(941,899)	(79.61%)
<b>TOTAL OTHER REVENUE</b>	<b>538,296</b>	<b>545,700</b>	<b>7,404</b>	<b>1.38%</b>	<b>5,047,051</b>	<b>3,554,445</b>	<b>(1,492,607)</b>	<b>(29.57%)</b>
<b>REIMBURSEMENTS AND OTHER SOURCES OF CASH:</b>								
FUEL/CMG/PROPANE TAX REFUNDS	-	467,910	467,910	-	-	2,042,088	2,042,088	-
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	333,333	236,493	(96,840)	(29.05%)	4,000,000	899,175	(3,100,825)	(77.52%)
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	200,000	764,512	564,512	282.26%	1,000,000	7,076,840	6,076,840	607.68%
FEDERAL OPERATING ASSISTANCE	-	-	-	-	-	-	-	-
MISCELLANEOUS RECEIPTS	-	-	-	-	-	1,706,462	1,706,462	-
<b>TOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH</b>	<b>533,333</b>	<b>1,468,914</b>	<b>935,581</b>	<b>175.42%</b>	<b>5,000,000</b>	<b>11,724,565</b>	<b>6,724,565</b>	<b>134.49%</b>
<b>TOTAL CASH RECEIVED - GENERAL FUND</b>	<b>\$ 25,888,297</b>	<b>\$ 29,997,534</b>	<b>\$ 4,909,237</b>	<b>16.78%</b>	<b>\$ 305,447,051</b>	<b>\$ 284,117,853</b>	<b>\$ (21,329,198)</b>	<b>(6.98%)</b>

\*Sales Tax Holiday: \$3,080,219 included

Notes:



**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
SALES AND USE TAXES  
2024 ACTUAL RECEIPTS  
DECEMBER**

MONTH RECEIVED	2022 ACTUAL		2023 ACTUAL		2024 ESTIMATE		2024 ACTUAL		2024 MONTHLY ACTUAL VERSUS 2024 MONTHLY ESTIMATE		2024 MONTH % CHANGE		2024 YTD ACTUAL		2024 YTD ESTIMATE		2024 VERSUS 2023 YTD % CHANGE		2024 YTD % EST VARIANCE		
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ESTIMATE	ESTIMATE	ACTUAL	ACTUAL	ACTUAL	ESTIMATE	ACTUAL	ESTIMATE	ACTUAL	ESTIMATE	ESTIMATE	ESTIMATE	ACTUAL	ESTIMATE	ACTUAL	ESTIMATE	
JANUARY	\$20,884,157	\$21,547,582	\$21,181,810	\$21,547,582	\$22,358,337	\$21,181,810	\$21,547,582	\$20,884,157	(5.26%)	\$21,547,582	\$22,358,337	(1.70%)	\$21,181,810	\$22,358,337	\$22,358,337	\$22,358,337	\$21,181,810	(1.70%)	\$21,181,810	\$22,358,337	(5.26%)
FEBRUARY	\$19,659,024	\$21,457,966	\$21,602,525	\$21,457,966	\$22,358,333	\$21,602,525	\$21,457,966	\$40,543,181	(3.38%)	\$21,457,966	\$44,716,670	(0.51%)	\$42,784,335	\$44,716,670	\$44,716,670	\$44,716,670	\$42,784,335	(0.51%)	\$42,784,335	\$44,716,670	(4.32%)
MARCH	\$23,821,541	\$25,588,884	\$25,768,593	\$25,588,884	\$22,358,333	\$25,768,593	\$25,588,884	\$64,364,822	15.26%	\$25,588,884	\$67,079,003	(0.73%)	\$68,553,828	\$67,079,003	\$67,079,003	\$67,079,003	\$68,553,828	(0.06%)	\$68,553,828	\$67,079,003	2.20%
APRIL	\$18,479,425	\$20,209,077	\$20,081,786	\$20,209,077	\$22,358,333	\$20,081,786	\$20,209,077	\$82,844,247	(10.27%)	\$20,209,077	\$88,803,336	(0.73%)	\$88,803,336	\$88,803,336	\$88,803,336	\$88,803,336	\$88,803,336	(0.21%)	\$88,803,336	\$88,803,336	(0.91%)
MAY	\$18,179,582	\$19,382,639	\$19,056,100	\$19,382,639	\$22,358,333	\$19,056,100	\$19,382,639	\$101,023,829	(14.77%)	\$19,382,639	\$111,791,669	(1.74%)	\$107,671,814	\$111,791,669	\$111,791,669	\$111,791,669	\$107,671,814	(0.48%)	\$107,671,814	\$111,791,669	(3.68%)
JUNE	\$22,678,424	\$22,047,213	\$23,163,864	\$22,047,213	\$22,358,333	\$23,163,864	\$22,047,213	\$123,782,253	3.60%	\$22,047,213	\$134,150,002	5.07%	\$130,835,778	\$134,150,002	\$134,150,002	\$134,150,002	\$130,835,778	0.45%	\$130,835,778	\$134,150,002	(2.47%)
JULY	\$22,245,190	\$20,233,341	\$21,663,697	\$20,233,341	\$22,358,333	\$21,663,697	\$20,233,341	\$145,947,443	(3.11%)	\$20,233,341	\$158,508,335	7.07%	\$152,499,475	\$158,508,335	\$158,508,335	\$158,508,335	\$152,499,475	1.34%	\$152,499,475	\$158,508,335	(2.58%)
AUGUST	\$22,004,701	\$22,278,551	\$22,488,236	\$22,278,551	\$22,358,333	\$22,488,236	\$22,278,551	\$167,952,144	0.58%	\$22,278,551	\$178,866,668	0.94%	\$174,987,711	\$178,866,668	\$178,866,668	\$178,866,668	\$174,987,711	1.23%	\$174,987,711	\$178,866,668	(2.17%)
SEPTEMBER	\$20,718,943	\$23,431,498	\$22,911,148	\$23,431,498	\$22,358,333	\$22,911,148	\$22,911,148	\$188,571,087	2.47%	\$22,911,148	\$201,225,001	(2.22%)	\$187,899,859	\$201,225,001	\$201,225,001	\$201,225,001	\$187,899,859	0.87%	\$187,899,859	\$201,225,001	(1.65%)
OCTOBER	\$22,504,525	\$21,432,575	\$20,991,802	\$21,432,575	\$22,358,333	\$20,991,802	\$20,991,802	\$211,175,612	(6.11%)	\$20,991,802	\$223,583,334	(2.08%)	\$218,890,461	\$223,583,334	\$223,583,334	\$223,583,334	\$218,890,461	0.58%	\$218,890,461	\$223,583,334	(2.10%)
NOVEMBER	\$21,022,885	\$21,618,960	\$20,116,957	\$21,618,960	\$22,358,333	\$20,116,957	\$20,116,957	\$232,198,487	(10.02%)	\$20,116,957	\$245,941,667	(6.95%)	\$239,007,416	\$245,941,667	\$245,941,667	\$245,941,667	\$239,007,416	(0.10%)	\$239,007,416	\$245,941,667	(2.82%)
DECEMBER	\$22,755,888	\$22,679,617	\$25,660,287	\$22,679,617	\$22,358,333	\$25,660,287	\$25,660,287	\$254,954,365	14.77%	\$25,660,287	\$268,300,000	13.64%	\$264,667,705	\$268,300,000	\$268,300,000	\$268,300,000	\$264,667,705	1.09%	\$264,667,705	\$268,300,000	(1.35%)
<b>TOTAL</b>	<b>\$254,954,365</b>	<b>\$261,817,713</b>	<b>\$264,667,705</b>	<b>\$261,817,713</b>	<b>\$268,300,000</b>	<b>\$264,667,705</b>	<b>\$264,667,705</b>														

**Summary:**  
Month\*

13.64% (\$3,080,670) above December 2023  
14.77% (\$3,301,954) above December 2024 budget

\* December 2024 collections include an additional \$3,080,219 from the Ohio Department of Taxation as reimbursement for the Sales Tax Holiday in July/August 2024

**YTD**

1.09% (\$2,849,992) above Year-to-Date 2023  
-1.35% (\$3,632,295) below Year-to-Date 2024 budget

**Greater Cleveland Regional Transit Authority**  
**Sales and Use Tax**  
**2025 Actual Receipts**  
**Month: January**

Month	Monthly Receipts				2025 vs. 2024		Year To Date				2025 vs. 2024	
	2023	2024	2025 Budget	2025 Actual	Month Variance	% Variance	2023	2024	2025 Budget	2025 Actual	YTD Variance	% Variance
JAN	\$ 21,547,582	\$ 21,181,810	\$ 22,291,663	\$ 21,218,988	\$	0.2%	\$ 21,547,582	\$ 21,181,810	\$ 22,291,663	\$ 21,218,988	\$	0.2%
FEB	21,457,966	21,602,525	22,291,667	-	-	-	43,005,548	42,784,335	44,563,330	21,218,988	37,178	-
MAR	25,588,884	25,768,593	22,291,667	-	-	-	68,594,442	68,553,928	66,874,997	21,218,988	37,178	-
APR	20,209,077	20,061,786	22,291,667	-	-	-	88,803,519	88,615,714	89,166,864	21,218,988	37,178	-
MAY	19,392,639	19,066,100	22,291,667	-	-	-	108,196,158	107,671,814	111,458,331	21,218,988	37,178	-
JUN	22,047,213	23,163,964	22,291,667	-	-	-	130,243,371	130,835,778	133,749,998	21,218,988	37,178	-
JUL	20,233,341	21,663,697	22,291,667	-	-	-	150,476,712	152,469,474	158,041,665	21,218,988	37,178	-
AUG	22,278,551	22,488,236	22,291,667	-	-	-	172,755,263	174,987,710	178,333,332	21,218,988	37,178	-
SEP	23,431,498	22,911,148	22,291,667	-	-	-	196,166,761	197,898,858	200,624,989	21,218,988	37,178	-
OCT	21,432,375	20,981,602	22,291,667	-	-	-	217,619,135	218,890,460	222,916,668	21,218,988	37,178	-
NOV	21,618,960	20,116,957	22,291,667	-	-	-	239,238,095	239,007,417	245,208,333	21,218,988	37,178	-
DEC	22,579,617	22,580,068	22,291,667	-	-	-	261,817,712	261,587,485	267,500,000	21,218,988	37,178	-
<b>Total</b>	<b>\$ 261,817,712</b>	<b>\$ 261,587,485</b>	<b>\$ 267,500,000</b>	<b>\$ 21,218,988</b>								

January 2025  
0.2% (\$37,178) above January 2024 receipt  
-4.8% (\$1,072,675) below January 2025 budget

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 INVENTORY OF TREASURY INVESTMENTS  
 AS OF DECEMBER 31, 2024

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
<b>BOND RETIREMENT FUND</b>									
TOTAL BOND RETIREMENT FUND	12/31/2024	1/1/2025	MONEY MARKET	HUNTINGTON BANK	1	\$ 1,469,975	\$ -	1	4.29%
						\$ 1,469,975	\$ -		4.29%
<b>GENERAL FUND</b>									
	12/31/2024	1/1/2025	MERCHANT ACCT-KEY MMKT	KEY BANK	1	\$ 120,400	\$ -	1	1.62%
	1/27/2022	1/27/2025	FHLB	STIFEL NICOLAUS	1096	3,000,000	15,300	27	1.20%
	4/22/2002	4/22/2025	FHLB	STIFEL NICOLAUS	8401	3,000,000	17,000	112	3.00%
	12/31/2024	1/1/2025	STAR OHIO	STATE OF OHIO	1	14,601,159	-	1	4.70%
	12/31/2024	1/1/2025	EMPLOYEE ACTIVITY FUND	KEY BANK	1	343,920	-	1	1.62%
	12/31/2024	1/1/2025	PNC CUSTODY ACCOUNT	PNC BANK	1	647,491	-	1	4.81%
	12/31/2024	1/1/2025	SALES TAX ACCOUNT	HUNTINGTON BANK	1	3,629,591	-	1	4.29%
	12/31/2024	1/1/2025	KEY ECR	KEY BANK	1	8,261,193	-	1	1.62%
TOTAL GENERAL FUND						\$ 33,803,754	\$ 32,300		3.39%
<b>INSURANCE FUND</b>									
	12/31/2024	1/1/2025	STAR OHIO	STATE OF OHIO	1	\$ 6,994,371	\$ -	1	4.70%
	12/31/2024	1/1/2025	KEY ECR	KEY BANK	1	19,670	-	1	0.00%
TOTAL INSURANCE FUND						\$ 7,014,041	\$ -		4.69%
<b>LAW ENFORCEMENT FUND</b>									
	12/31/2024	1/1/2025	KEY ECR	KEY BANK-SWEEP	1	\$ 212,540	\$ -	1	1.62%
	12/31/2024	1/1/2025	STAR OHIO	STATE OF OHIO	1	76,370	-	1	4.70%
TOTAL LAW ENFORCEMENT FUND						\$ 288,909	\$ -		2.66%
<b>LOCAL MATCH FUND</b>									
	12/31/2024	1/1/2025	LOCAL MATCH-STAR OHIO	STATE OF OHIO	1	\$ 62,576,601	\$ -	1	4.70%
	2/14/2022	3/10/2025	FFCB	STIFEL NICOLAUS	1092	4,981,225	30,556	69	2.00%
	5/24/2022	5/12/2025	FHLMC	STIFEL NICOLAUS	1094	9,997,110	40,800	132	3.06%
	8/30/2022	8/28/2025	FHLB	STIFEL NICOLAUS	1094	15,000,000	203,333	240	4.00%
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1096	5,000,000	53,750	273	4.30%
	12/31/2024	1/1/2025	PNC CUSTODY ACCOUNT	PNC BANK	1	67,017,500	-	1	4.81%
	12/31/2024	1/1/2025	LOCAL MATCH-KEY ECR	KEY BANK-SWEEP	1	668,879	-	1	1.62%
	12/31/2024	1/1/2025	GRANT-ECR	KEY BANK	1	186,770	-	1	0.00%
	12/31/2024	1/1/2025	CATCH BASIN-KEY ECR	KEY BANK	1	104,976	-	1	1.62%
TOTAL LOCAL MATCH FUND						\$ 165,533,062	\$ 328,439		4.47%

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 INVENTORY OF TREASURY INVESTMENTS  
 AS OF DECEMBER 31, 2024

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
PENSION FUND	12/31/2024	1/1/2025	KEY ECR	KEY BANK	1	3,795	\$ -	1	1.62%
	12/31/2024	1/1/2025	STAR OHIO	STATE OF OHIO	1	1,461,092	\$ -	1	4.70%
TOTAL PENSION FUND						<u>1,464,887</u>	\$ -		<u>4.66%</u>
RTA CAPITAL FUND	12/31/2024	1/1/2025	KEY ECR	KEY BANK	1	8,876,459	\$ -	1	1.62%
	12/31/2024	1/1/2025	PNC CUSTODY ACCOUNT	PNC BANK	1	10,017,867	\$ -	1	4.81%
TOTAL RTA CAPITAL FUND						<u>18,894,346</u>	\$ -		<u>2.17%</u>
RESERVE FUND	4/14/2022	4/14/2025	FHLB	STIFEL NICOLAUS	1096	5,000,000	27,761	104	2.63%
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1096	5,000,000	53,750	273	4.30%
	5/23/2022	5/23/2025	FHLB from GF	STIFEL NICOLAUS	1096	5,000,000	16,701	143	3.25%
	12/31/2024	1/1/2025	PNC CUSTODY ACCOUNT	PNC BANK	1	70,994,785	-	1	4.81%
	12/31/2024	1/1/2025	KEY ECR	KEY BANK	1	465,450	-	1	1.62%
	12/31/2024	1/1/2025	STAR OHIO	STATE OF OHIO	1	48,590,721	-	1	4.70%
TOTAL RESERVE FUND						<u>135,080,956</u>	<u>\$ 98,213</u>		<u>4.60%</u>
GRAND TOTAL ALL FUNDS						<u>\$ 363,349,931</u>	<u>\$ 458,951</u>	<u>44</u>	<u>4.35%</u>

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
DEBT SERVICE SCHEDULE AND STATUS  
AS OF DECEMBER 31, 2024**

Bonds	Final Maturity Date	Total Principal Outstanding 12/31/2023	Interest Payable 6/1/2024	Principal Payable 6/1/2024	Debt Service Requirement 6/1/2024	Interest Payable 12/1/2024	Principal Payable 12/1/2024	Debt Service Requirement 12/1/2024	Total Debt Requirement 2024
Series 2014A-Sales Tax Rev.	Dec. 2025	\$ 3,430,000	\$ 68,850	\$ -	\$ 68,850	\$ -	\$ 1,690,000	\$ 1,758,850	\$ 1,827,700
Series 2015-Sales Tax Rev	Dec. 2026	12,235,000	305,875	-	305,875	305,875	3,885,000	4,190,875	4,496,750
Series 2016-Sales Tax Rev.	Dec. 2027	5,660,000	141,500	-	141,500	141,500	1,315,000	1,456,500	1,598,000
Series 2019-Sales Tax Rev.	Dec. 2030	8,980,000	224,500	-	224,500	224,500	1,105,000	1,329,500	1,554,000
<b>Total Bonds</b>		<b>\$ 30,305,000</b>	<b>\$ 740,725</b>	<b>\$ -</b>	<b>\$ 740,725</b>	<b>\$ 740,725</b>	<b>\$ 7,995,000</b>	<b>\$ 8,735,725</b>	<b>\$ 9,476,450</b>

**Bond Retirement**  
\$1,469,975

Current Balance (Set Aside for 2025)

Monthly Set Aside Required \$0

Note:

2024 Principal and interest has been paid in full \$8,735,725

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
DEBT SERVICE SCHEDULE AND STATUS  
AS OF DECEMBER 31, 2024**

<b>Bonds</b>	<b>Final Maturity Date</b>	<b>Total Principal Outstanding 12/1/2024</b>	<b>Interest Payable/ 6/1/2025</b>	<b>Principal Payable/ 6/1/2025</b>	<b>Debt Service Requirement/ 6/1/2025</b>	<b>Interest Payable/ 12/1/2025</b>	<b>Principal Payable/ 12/1/2025</b>	<b>Debt Service Requirement/ 12/1/2025</b>	<b>Total Debt Requirement 2025</b>
Series 2014A-Sales Tax Rev.	Dec. 2025	\$ 1,740,000	\$ 43,500	\$ -	\$ 43,500	\$ 43,500	\$ 1,740,000	\$ 1,783,500	\$ 1,827,000
Series 2015-Sales Tax Rev.	Dec. 2026	8,350,000	208,780	-	208,780	208,780	4,075,000	4,283,780	4,492,560
Series 2016-Sales Tax Rev.	Dec. 2027	4,345,000	108,625	-	108,625	108,625	1,380,000	1,488,625	1,597,250
Series 2019-Sales Tax Rev.	Dec. 2030	7,875,000	196,875	-	196,875	196,875	1,160,000	1,356,875	1,553,750
<b>Total Bonds</b>		<b>\$ 22,310,000</b>	<b>\$ 557,780</b>	<b>\$ -</b>	<b>\$ 557,780</b>	<b>\$ 557,780</b>	<b>\$ 8,355,000</b>	<b>\$ 8,912,780</b>	<b>\$ 9,470,560</b>

**Bond Retirement**

**Current Balance (Set Aside for 2025)**

**\$1,469,975**

**Monthly Set Aside Required**

**\$727,326**

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
SUMMARY OF INVESTMENT PERFORMANCE  
YEAR TO DATE THROUGH DECEMBER 31, 2024

MONTH	2024				2023				
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MARKET YIELD #
JANUARY	\$ 385,508,048	\$ 1,735,498	4.39%	5.36%	\$ 373,600,888	\$ 1,088,754	3.73%	4.26%	4.19%
FEBRUARY	380,226,311	1,215,231	4.43%	5.32%	375,262,239	1,025,329	3.96%	4.58%	4.43%
MARCH	385,500,913	1,349,459	4.50%	5.33%	378,391,518	1,443,221	4.11%	4.71%	4.69%
APRIL	392,386,644	1,396,057	4.57%	5.42%	380,299,265	1,436,394	4.18%	4.82%	4.89%
MAY	380,149,184	1,426,995	4.49%	5.42%	383,959,391	1,472,643	4.30%	4.93%	4.93%
JUNE	379,341,823	1,117,872	4.44%	5.33%	392,381,272	1,165,634	4.30%	5.06%	4.97%
JULY	385,760,857	1,395,601	4.45%	5.14%	382,652,131	1,296,004	4.38%	5.18%	5.14%
AUGUST	382,269,871	1,368,567	4.56%	4.89%	382,269,606	2,518,463	4.29%	5.20%	5.28%
SEPTEMBER	376,958,299	1,414,144	4.55%	4.38%	381,897,054	1,211,934	4.46%	5.38%	5.21%
OCTOBER	374,899,152	1,086,953	4.38%	4.43%	375,047,705	2,630,147	4.48%	5.43%	5.22%
NOVEMBER	370,321,341	1,180,466	4.34%	4.42%	382,477,148	1,193,770	4.52%	5.45%	5.21%
DECEMBER	370,555,268	1,251,692	4.35%	4.13%	381,753,533	1,586,601	4.26%	5.42%	5.25%
YEAR TO DATE	\$ 414,973,740	\$ 15,938,533	4.45%	4.96%	\$ 379,816,066	\$ 18,071,894	4.25%	5.04%	4.95%
RTA AVERAGE YIELDS OVER (UNDER) INDEX				-0.51%					0.03%

# Moving average coupon equivalent yields for 6 month Treasury Bills.

# Market Yield equals US Treasury Money Fund 7 Day Yield

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
REPORT ON INVESTMENT EARNINGS (CASH BASIS)  
AS OF DECEMBER 31, 2024**

<b>BOND RETIREMENT FUND</b>	
HUNTINGTON MONEY MARKET	\$ 28,380.69
TOTAL DECEMBER	<u>\$ 28,380.69</u>
2024 YEAR TO DATE	\$ 254,951.95
2023 YEAR TO DATE	\$ 348,425.69
 <b>GENERAL FUND</b>	
HUNTINGTON-SALES TAX ACCOUNT	\$ 1,856.73
STAROHIO	50,693.75
KEY BANK SWEEP ACCOUNT	10,485.25
PNC CUSTODY ACCOUNT	347,001.38
MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT	261.29
TOTAL DECEMBER	<u>\$ 410,298.40</u>
2024 YEAR TO DATE	\$ 1,967,640.47
2023 YEAR TO DATE	\$ 1,691,509.68
 <b>INSURANCE FUND</b>	
STAROHIO	\$ 27,810.08
TOTAL DECEMBER	<u>\$ 27,810.08</u>
2024 YEAR TO DATE	\$ 415,980.92
2023 YEAR TO DATE	\$ 230,353.09
 <b>LAW ENFORCEMENT FUND</b>	
KEY BANK SWEEP ACCOUNT	\$ 187.81
STAROHIO	224.84
TOTAL DECEMBER	<u>\$ 412.65</u>
2024 YEAR TO DATE	\$ 4,933.73
2023 YEAR TO DATE	\$ 12,731.87
 <b>LOCAL MATCH FUND</b>	
STAROHIO-LOCAL MATCH	\$ 251,065.47
FHLB	386,113.50
KEY BANK SWEEP ACCOUNT	856.10
TOTAL DECEMBER	<u>\$ 638,035.07</u>
2024 YEAR TO DATE	\$ 6,287,633.90
2023 YEAR TO DATE	\$ 5,200,559.49
 <b>PENSION FUND</b>	
STAROHIO	\$ 5,809.40
KEY BANK SWEEP ACCOUNT	5.81
TOTAL DECEMBER	<u>\$ 5,815.21</u>
2024 YEAR TO DATE	\$ 75,521.80
2023 YEAR TO DATE	\$ 74,565.02
 <b>EMPLOYEE ACTIVITY ACCOUNT</b>	
KEY BANK MONEY MARKET	\$ 477.64
TOTAL DECEMBER	<u>\$ 477.64</u>
2024 YEAR TO DATE	\$ 6,128.92
2023 YEAR TO DATE	\$ 1,783.06
 <b>RTA CAPITAL FUND</b>	
KEY BANK SWEEP ACCOUNT	\$ 4,334.76
TOTAL DECEMBER	<u>\$ 4,334.76</u>
2024 YEAR TO DATE	\$ 309,819.88
2023 YEAR TO DATE	\$ 232,400.25



**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)  
 AS OF DECEMBER 31, 2024**

<b>RESERVE FUND</b>		
STAROHIO	\$	215,667.77
FHLB		87,500.00
FHLMC		23,000.00
KEY BANK SWEEP ACCOUNT		676.19
<b>TOTAL DECEMBER</b>	<b>\$</b>	<b>326,843.96</b>
2024 YEAR TO DATE	\$	7,447,182.04
2023 YEAR TO DATE	\$	5,853,494.69
 <b>TOTAL ALL FUNDS</b>		
<b>DECEMBER 2024</b>	<b>\$</b>	<b>1,442,408.46</b>
2024 YEAR TO DATE	\$	16,769,793.61
2023 YEAR TO DATE	\$	13,645,822.84

	<u>DECEMBER</u>	<u>2024 YEAR TO DATE</u>
INTEREST RECEIVED (CASH BASIS)	\$ 1,442,408.46	\$ 16,769,793.61
ACCRUED INTEREST:		
BEGINNING:	(655,170.76)	(655,170.76)
ENDING	458,951.39	458,951.39
<b>TOTAL INTEREST INCOME EARNED</b>	<b>\$ 1,246,189.09</b>	<b>\$ 16,573,574.24</b>
 AVERAGE INVESTMENT BALANCE (COST BASIS):	 \$ 370,566,288	 \$ 414,973,740
 AVERAGE YIELD ON INVESTMENTS:	 4.35%	 4.45%

**COMPOSITION OF INVESTMENT PORTFOLIO  
AS DECEMBER 31, 2024**

Instrument:	PRINCIPAL	FACE AMOUNT	PERCENT OF TOTAL	AVERAGE YIELD	AVERAGE MATURITY
Money Market Account	\$ 154,241,549	\$ 154,241,549	42.45%	4.19%	3
Key Bank Sweep Account	881,419	881,419	0.24%	1.62%	1
Star Ohio	134,300,315	134,300,315	36.96%	4.70%	1
Earnings Credit Rate Account	17,948,314	17,948,314	4.94%	1.62%	1
U.S. Government Securities	55,978,335	56,000,000	15.41%	3.31%	328
<b>Total Investment Portfolio</b>	<b>\$ 363,349,931</b>	<b>\$ 363,371,596</b>	<b>100.00%</b>	<b>4.35%</b>	<b>44</b>

Greater Cleveland Regional Transit Authority  
 Banking and Financial Relationships  
 As of December 31, 2024

Bank/Financial Institution Nature of relationship

Key Bank	Main banking services
PNC Bank	Custodial Account and Credit card
Fifth Third	Escrow Account
Huntington Bank	Bond Retirement and Sales Tax Account Underwriter STAR Ohio-Investments
Bank of New York Mellon	Bond Registrar
BMO Harris Bank	Fuel Hedge

NOTE:

This information is being provided for applicable individuals to be in compliance with:  
 Ohio Revised Code Sections 102.03(D) and (E)  
 Ohio Ethics Commission Informal Opinion Number 2003-INF-0224-1  
 Ohio Ethics Commission Staff Advisory Opinion to Sheryl King Benford (DGM - Legal Affairs) dated May 6, 2020  
 Ohio Ethics Commission Opinion Number 2011-08  
 Ohio Ethics Commission Staff Advisory Opinion to R. Brent Minney dated March 27, 2012

Please refer to Chapter 556 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority (Travel Policy), Administrative Procedure 024 and Board of Trustees Resolution No. 2020-80 for additional information.